



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

BID DOCUMENTS

**Name of Project : SUPPLY AND DELIVERY OF ENGINE LUBRICATING OIL
TO SPUG POWER PLANTS AND BARGES FOR CY 2023**

P.R. No. : HO-FMG23-006

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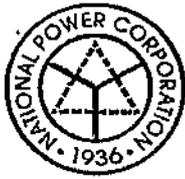
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**Fuel Contracts Management Division
Logistics Department**

MAY 2022

SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2023-0260

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 20233 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
HO-FMG23-006 / PB230703-CM00168 Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for CY 2023 • <i>Mode of Award: Per Delivery Point</i>	Supply and Delivery of Petroleum, Oil or Lubricant products	20 June 2023 9:30 A.M.	03 July 2023 9:30 A.M.	Total P 20,399,343.00 / P 25,000.00
Approved Budget for the Contract (ABC)		Maximum Cost of Bidding Documents (Pesos)		
500,000 and below		500.00		
More than 500,000 up to 1M		1,000.00		
More than 1M up to 5M		5,000.00		
More than 5M up to 10M		10,000.00		
More than 10M up to 50M		25,000.00		
More than 50M up to 500M		50,000.00		
<p><i>Note: If a bidder intends to partially participate for a number of lot(s) only, then the cost of Bidding Documents will be proportionate as indicated above</i></p>				
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

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

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-FMG22-006	Six (6) Months	Five (5) Years

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

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

4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.

5. A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.
6. The National Power Corporation will hold Pre-Bid Conference (see table above) and/or through video conferencing or webcasting which shall be open to prospective bidders.

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

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
 - b. A "No Face mask / No Entry" policy shall be implemented in the NPC premises. Face mask shall be 3-ply surgical or KN95 mask type.
 - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
 - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
 9. Bid opening shall be on Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
 10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 11. For further information, please refer to:

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

BIR Road cor. Quezon Avenue
Diliman, Quezon City
Tel Nos.: 8924-5211 and 8921-3541 local 5564/5211
Email: bcsd@napocor.gov.ph / bcsd_napocor@yahoo.com

12. You may visit the following websites:

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



RENE B. BARRUELA

Vice President, Corporate Affairs Group and
Chairman, Bids and Awards Committee

SECTION II

INSTRUCTIONS TO BIDDERS

SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The Procuring Entity, **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for CY 2023**, with identification number PR No. HO-FMG23-006.

The Procurement Project (referred to herein as "Project") is indicated in Section VII – Schedule of Requirements, Part II – Table of Delivery Points for Bidding.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of **Twenty Million Three Hundred Ninety-Nine Thousand Three Hundred Forty-Three Pesos (₱20,399,343.00)**.

2.2. The source of funding is the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list issued by

the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least twenty five percent (25%) of the ABC of the largest delivery point where the bidder is going to bid.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

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

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

11. Documents comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

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

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

- 19.4. The Project shall be awarded on a separate contract per delivery point, however, the contract may be consolidated into one (1) master contract document if the Bidder is awarded more than one (1) delivery point.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Supply and Delivery of Petroleum, Oil or Lubricant products. b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p>
10.1	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Complete eligibility documents of the proposed sub-contractor, if any 2. Letter of Guarantee indicating the Project Sites that the Bidder shall submit a bid(s) (NPCSF-GOODS-09). Project Sites not indicated in the Letter of Guarantee but for which a bid was submitted in the Bid Price Schedule shall not be considered in the evaluation of bids. <p>The bidder shall not enumerate Project Sites wherein the total amount of the corresponding ABC will exceed the bidder's NFCC. Otherwise, it shall be a ground for disqualification.</p> <ol style="list-style-type: none"> 3. Certificate of International Law of Reciprocity for foreign bidders; <p>Bidders are also given the option to submit the following post-qualification documents as part of the eligibility requirements to facilitate the determination of the Lowest Calculated Responsive Bid:</p> <ul style="list-style-type: none"> • Latest income and business tax (VAT) returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) in the form specified in Section III - BDS 20.1; • Other appropriate licenses and permits required by law and stated in Section III - BDS 20.1, if any. <p>However, bidders shall not be rated "failed" for not submitting said documents since these post-qualification documents are considered optional in the eligibility requirements.</p> <p>In the case of foreign bidders, except for the Tax Clearance, the eligibility requirements under Class "A" Documents may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other</p>

	<p>documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.</p> <p>The financial component of the bid shall contain the following:</p> <ol style="list-style-type: none"> 1. Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08) 2. Duly signed and completely filled-out Bid Price Schedule (Section VII) indicating the unit and total prices per item (Project Site) and the total amount in the prescribed Price Schedule form. <p>The Bidder may submit a bid to one or more than one Lot provided that the resulting Total Contract Price shall not exceed the ABC of the particular Lot or ABCs of the respective Lots wherein it submitted a bid or bids. Otherwise, the bid shall be considered non-complying and disqualified.</p> <p>Bidders claiming for domestic preference shall submit the following:</p> <ol style="list-style-type: none"> 1. Letter address to the BAC claiming for preference 2. Certification from DTI as Domestic Bidder in accordance with the prescribed forms provided. <p>In case a bidder will not submit bid for reason that his cost estimate is higher than the ABC, said bidder is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the 2016 Revised IRR of R.A. 9184.</p>
<p>10.4</p>	<p>The list of all on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification of Percent (%) Accomplishment and Satisfactory Performance as of the date of bidding coming from project owner/client. <p>Non declaration shall be a ground for disqualification of bid.</p>

SECTION III – BID DATA SHEET

	<p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening (Shall be at least 25% of the amount of the largest delivery point where the bidder is going to bid):</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order; 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes.</p>
11.3	<p>The total ABC is ₱20,399,343.00. Each Project Site has a corresponding ABC indicated in Section VII, Part I – Approved Budget for Contract for Bidding. Any bid with a financial proposal exceeding the ABC of the respective Project Site or Delivery Point shall be disqualified.</p>
12	<p>The price of the Goods shall be quoted EXW/DDP Project Site.</p>
12.1	<p>The Bid Prices shall be the bid less discount given plus Delivery Cost pursuant to the Amendments to the GPPB Revised Guidelines on Index-Based Pricing for Procurement of Petroleum, Oil and Lubricant Products. (GPPB Resolution No. 26-2019 dated 30 October 2019)</p> <p>The Bidder shall submit a bid for Bid Price, less Discount and Delivery Cost which are components of the Delivered Price of engine lubricating oil (elo) when multiplied to the Quantity shall result into the Total Contract Price of elo for the Project Site or Delivery Point.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	<p>The goods are grouped into Project Site or Delivery Point basis. The bids shall be evaluated and the award of contract shall be based on said grouping. The Bidders bid offer for each Delivery Point must be within the ABC of the particular Delivery Point. Bidders with bid offers that exceed the ABC of the Delivery Point or with incomplete price for the Delivery Point shall be rejected. Bidders are required to submit bids to all the power plants/barges under the delivery point. An incomplete submission of bid for the lot shall be non-responsive and disqualified outright.</p> <p>Arithmetical corrections shall consider the following, in case of discrepancies between:</p> <ol style="list-style-type: none"> 1. bid prices in figures and in words, the latter shall prevail;

2. total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail;
3. the stated total price and the sum of prices of component items the latter shall prevail;
4. unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail.

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

Evaluation and Comparison of Bids using Index-Based Pricing:

The goods shall be delivered to the Project Sites (Delivery Points) categorized as (a) Per Plant with plant site delivery or pick-up at Supplier's depot or specific pier or wharf; and (b) Per Lot composed of power plants with a common delivery point. The most advantageous bid offer for a particular delivery point shall be determined using the formula below:

$$\text{Total Contract Price} = \text{Delivered Price} \times \text{Quantity}$$

(Rounding off to the nearest ones)

$$\text{Delivered Price} = (\text{Bid Price} - \text{Discount}) + \text{Delivery Cost} + \text{E-VAT}$$

Where:

Delivered Price = Price of engine lubricating oil at delivery point, up to four (4) decimal places, Peso/Liter.

Bid Price = Refers to the bid of the prospective bidder which include production cost and excise tax, up to four (4) decimal places, Peso/Liter.

$$= (\text{Bid} + \text{Excise Tax})$$

Bid = Price for engine lubricating oil, up to four (4) decimal places, Peso/Liter.

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 = Bid Offer for transshipment rate corresponding to the freight cost from the Supplier's terminal, depot or source point to the delivery point, up to four (4) decimal places, Peso/Liter.

The Delivery Cost shall constitute the packaging cost for the mode of delivery as specified in TS-9a, Hauling Cost and Sealing Fees

EVAT = Expanded Value Added Tax as provided in R.A. 9337, amending the National Internal Revenue Code of 1997

	<p>as amended and BIR Revenue Regulations No. 16-2005, up to four (4) decimal places, Peso/Liter.</p> <p>= (Bid Price + Delivery Cost) x 0.12</p> <p>The delivered price based on preceding formula shall be evaluated in Philippine Currency. The conversion factors of 1.0 Metric Ton (MT) = 1,145 Liters will be used, as required.</p> <p>The bidder with the lowest evaluated 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. In the case of a delivery point on a Per Lot with Individual Plant Site Delivery and different types of lube oil, the lowest calculated bid shall be the total bid for the Lot. The Domestic Preference provision under ITB Clause 27 shall apply in the determination of the Lowest Calculated Bid.</p> <p>Power plants with common delivery point, mode of delivery, ELO type and quality specifications should have the same Bid Price 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.</p> <p>For power plant utilizing different types of ELO (i.e. high speed, medium speed engines and rocker arm) and will be sourced from the same depot/terminal/source point, and will be delivered to the same delivery point with the same mode of delivery, the Delivery Cost should be the same. Otherwise the power plant with the lowest delivery cost offer shall be used as basis for evaluation of bids for the concerned power plants.</p> <p>For delivery points categorized as Per Lot composed of power plants with individual plant site delivery, the Bidder is required to submit bids to all the power plants covered under the lot. Otherwise, the bid for the particular lot is incomplete and shall be declared non-complying and disqualified.</p>
<p>19.5</p>	<p>The Committed Line of Credit (CLC) must be at least equal to ten percent (10%) of the ABC to be bid, issued by a Universal or Commercial Bank. If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of opening. The Committed Line of Credit (CLC) shall be valid for six months plus six months extension.</p> <p>In the event that the bidder cannot submit a CLC with a validity that is not sufficient to cover the entire duration of the project, the CLC should be accompanied by a notarized acceptable Letter of Undertaking. The Letter of Undertaking shall be signed by the bidder and/or the issuing bank stating that "one (1) month prior to the expiration of the submitted CLC, it shall automatically be renewed/extended and remain valid until the completion of the project."</p>
<p>20.1</p>	<p>Documents to be submitted during Post-Qualification:</p> <ul style="list-style-type: none"> a. Latest Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Business Tax/VAT Returns within the last six (6) months preceding the date of the bid submission, filed and paid through the BIR (eFPS);

	<ul style="list-style-type: none"> c. PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid; d. Valid and current Mayor's/Business Permit, if under renewal during bidding; e. Joint Venture Agreement (JVA) duly notarized, if not yet submitted with bid, if applicable; f. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts including Contracts Awarded but not yet Started (NPCSF-GOODS-02); g. Certificate of Percent (%) Accomplishment and Satisfactory Performance as of the bidding date coming from the project owner/client for all on-going contracts as indicated in form NPCSF-GOODS-02; h. Supplier's product quality certificate and other supporting documents of engine lubricating oil proposed by the bidders must comply with the technical specifications. It shall be a ground for disqualification if the submitted product quality certificate and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process; i. The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any. j. For foreign bidders, certificate of International Law of Reciprocity (Sample Form-03). k. The Supplier shall provide American Petroleum Institute (API)/European Automobile Manufacturers Association (ACEA)/Japanese Automotive Standards Organization (JASO) certification that they are member of any of the above organization to assure the correctness of the technical specifications submitted in the technical data sheets.
21.1	Notice to Proceed.

SECTION IV

**GENERAL CONDITIONS OF
CONTRACT**

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, Section VI (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

SECTION V

**SPECIAL CONDITIONS OF
CONTRACT**

SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>The PROCURING ENTITY is National Power Corporation (NPC or NAPOCOR).</p> <p>The name of the Contract is SUPPLY AND DELIVERY OF ENGINE LUBRICATING OIL TO SPUG POWER PLANTS AND BARGES FOR CY 2023.</p> <p>The identification number of the Contract is PR NO. HO-FMG23-006.</p> <p>Delivery and Documents –</p> <p>The delivery terms applicable to the Contract is DDP delivered to the Project Site specified in the technical specifications, in accordance with INCOTERMS. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI – Technical Specifications.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Plant Superintendent, Head or Supervisor.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide incidental services, including additional services as specified in the Technical Specifications.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Packaging –</p> <p>The Supplier shall provide packaging of the Goods as specified in the Technical Specifications.</p> <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to transportation and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity. The Supplier shall provide insurance of the Goods as specified in the Technical Specifications.</p> <p>Transportation –</p> <p>The Supplier is required under Contract to deliver the Goods EXW/DDP to the project site. Transport of the Goods to the point of destination in the Philippines,</p>

SECTION V – SPECIAL CONDITIONS OF CONTRACT

	<p>including insurance, as specified in this Contract, shall be arranged and paid for by the Supplier, and the related cost thereof shall be included in the Contract Price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. Risk and title will not be deemed to have passed to the Procuring Entity until their receipt and acceptance by the Procuring Entity at the point of destination.</p> <p>The Supplier shall provide transportation of the Goods as specified in the Technical Specifications.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
<p>2.2</p>	<p>This provision will not apply. Payment is specified under Clause TS-8.0 of Section VI, Part I – Technical Specifications.</p>

<p>3.2</p>	<ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: "To guarantee the faithful performance of the Principal's obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties." 2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: <ol style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal. 5. Performance Securing Declaration shall be in accordance with the relevant provisions of GPPB Resolution No. 09-2020.
<p>4</p>	<p>The inspections and tests that will be conducted are specified under Clause TS-11 of Section VI, Part I – Technical Specifications.</p>
<p>6</p>	<p>Liquidated Damages</p> <p>Should the 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</p>

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 the Supplier of the occurrence of liquidated damages and NPC shall also have the right to apply the provisions below.

1. Loss of Revenue

Should any of the NPC power plants suffer load reduction or shutdown, and as a result thereof NPC incurs loss of revenue, Supplier shall compensate NPC the amount corresponding to the actual and documented loss/es incurred by NPC. NPC shall be required to file its claim with the Supplier in writing specifying in reasonable detail the basis and computation of its claim.

2. Reimbursement of Additional Expenses of NPC

In cases where the Supplier delivers the lube oil to NPC power plants which is not in accordance with the agreed schedule, resulting to additional costs of equipment, services and adjustments on receiving activities, Supplier shall pay for the additional expenses incurred by NPC which also includes, but not limited to, cost of manpower and equipment required to handle the delivery of the lube oil, and the cost of travel of NPC's representative from their official station to the receiving point of NPC.

3. Submittal of Claims

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

SECTION VI

TECHNICAL SPECIFICATIONS

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

TS-1.0 GENERAL

This specification covers the technical requirements for the supply and delivery of Engine Lubricating Oil (ELO) to SPUG power plants and barges for **CY 2023** as specified in Section VII, Part III (Schedule of Requirements) and Section VI (Technical Specification).

TS-2.0 DEFINITIONS

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

- (a) **"ASTM"** means the American Society for Testing Materials
- (b) **"BIR"** means the Bureau of Internal Revenue.
- (c) **"CONTRACTED QUANTITY"** means the quantity of Lubricating Oil to be delivered by the Supplier and committed to be lifted by the NPC.
- (d) **"CONTRACT"** means the agreement entered into between the NPC and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (e) **"CONTRACT PRICE/TOTAL CONTRACT PRICE"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (f) **"DAY"** means calendar day.
- (g) **"DELIVERED PRICE"** means the unit price of lubricating oil at plant site or delivery point as specified in Section VII - Schedule of Requirements, Part II – Table of Delivery Points for Bidding.
- (h) **"DELIVERY POINT"** means the designated location for the receipt of the delivery of fuel from the fuel supplier to NPC. The delivery point is categorized as (a) Per Plant with plant site delivery or pick-up at Supplier's depot or specific pier/wharf; and (b) Per Lot composed of power plants with a common delivery point or individual plant site delivery.
- (i) **"DELIVERY REFERENCE POINT"** means the agreed point of lubricating oil delivery:

<u>Deliveries by:</u>	<u>Delivery Reference Point</u>
1. Bulkainers/ISO Tank	- Plant site or delivery point
2. Drums	- Plant site or delivery point
3. Pails	- Plant site or delivery point

- (j) **"DEPOT/TERMINAL"** means the domestic lubricating oil supply sources of Supplier at various locations.

- (k) **"ENGINE LUBRICATING OIL (ELO) or LUBE OIL"** means the essential requirement of power generating main engine units that is used to minimize friction and engine wear, as well as coolant, with guaranteed quality specifications as provided in Section VI - Technical Specifications.
- (l) **"GCC"** means the General Conditions of Contract contained in this section.
- (m) **"ITDI"** means the Industrial Technology and Development Institute.
- (n) **"ICIS-LOR"** means Independent Commodity Information System - London Oil Reports, which is used as reference in pricing lubricating oil.
- (o) **"LOT"** refers to group of plants where the ELO supply shall be delivered to the delivery point/pick-up point as enumerated in Section VII - Part II, Table of Delivery Points for Bidding.
- (p) **"LUBRICATING OIL SOURCE POINT"** means the Supplier's own terminal or depot.
- (q) **"LUBRICATING OIL SPECIFICATIONS"** means the guaranteed quality specification of engine lubricating oil as specified in Section VI - Technical Specifications, Part II - Technical Data Sheets.
- (r) **"MINIMUM INVENTORY LEVEL"** a predetermined quantity of lubricating oil in the inventory of NPC to ensure continuous operation of the NPC SPUG power plants and barges.
- (s) **"BSP"** means the Bangko Sentral ng Pilipinas used as reference in the Philippine Peso (PhP) to the US Dollar (US\$) exchange rate.
- (t) **"PER ORDER BASIS"** means the payment scheme wherein NPC advises Supplier to deliver lubricating oil within a specified period of time, billing and payment of which shall be made on a per delivery basis.
- (u) **"POWER PLANT/BARGE"** means any one of the NPC SPUG power plants or barges to be supplied by the Supplier with Lubricating oil as enumerated in Section VII - Part II, Table of Delivery Points for Bidding.
- (v) **"QUALITY CERTIFICATE"** means the document issued by Supplier indicating the results of required lubricating oil quality analyses certifying to the quality of the lubricating oil for delivery. This may be in the form of a Certificate of Test (COT), Laboratory Inspection Report (LIR), Product Quality Certificate (PQC), and/or Laboratory Service Report (LSR), or any mutually acceptable form of certification issued by the Supplier indicating the analysis results of the lubricating oil delivered.
- (w) **"SCHEDULE OF MONTHLY LUBRICATING OIL REQUIREMENTS"** means the document showing the breakdown of the Contract Quantity. This is intended to provide Supplier an idea, for planning purposes, of the lubricating oil requirements of NPC SPUG power plants and barges.

- (x) **“SOURCE OF FUNDS”** means the Internal Cash Generation of NPC.
- (y) **“SERVICES”** means those services ancillary to the supply of the LUBRICATING OIL, such as transportation and insurance, and any other incidental services, such as, provision of technical assistance, training, seminars, and other such obligations of the Supplier covered under the Contract.
- (z) **“SCC”** means the Special Conditions of Contract.
- (aa) **“SUPPLIER”** means the individual contractor, or firm supplying the Lubricating oil under this Contract.

TS-3.0 SCOPE OF WORK

- 3.1 Supply and delivery of Engine Lubricating Oil as specified herein Section VI - Technical Specifications and Section VII - Schedule of Requirements.
- 3.2 The quantity of Engine Lubricating Oil to be delivered shall be in accordance with Section VII - Schedule of Requirements, subject to the provisions of Clause TS-7.1, Purchase Price and Clause TS-8.3, Contract Amount and Implementation.

The monthly breakdown of ELO requirements based on the approved ELO Procurement Plan of NPC, are indicated in Section VII, Part III - Schedule of Monthly ELO Requirements. Said monthly breakdown is for the Supplier's planning purposes and an actual ELO demand requirement shall be provided to the Supplier pursuant to Clause TS-6.1 (b), Securing Engine Lubricating Oil Supplies.

- 3.3 In the event of a supply shortage and/or allocation of lube oil 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 lube oil utilization and supplies.

TS-4.0 CONTRACT PERIOD AND LOCATION

- 4.1 The supply and delivery of Engine Lubricating Oil shall cover the period **July to December 2023 (6 months)**. The quantities of ELO to be delivered are indicated in Section VII - Schedule of Requirements, Part II - Table of Delivery Points for Bidding.

In case the contracted quantity cannot be lifted by NPC during the contract period of **six (6) months**, the NPC shall continue lifting ELO from the Supplier pursuant to Clause TS-7.2. On the other hand, if the Total Contract Price has been used up and there is still remaining volume for delivery, the same shall no longer be lifted.

- 4.2 The locations of ELO deliveries are indicated in Section VII - Schedule of Requirements, Part II - Table of Delivery Points for Bidding.

TS-5.0 ENGINE LUBRICATING OIL SPECIFICATIONS

- 5.1 The Supplier shall guarantee to supply and deliver ELO in accordance with the quality specifications as indicated in Section VI - Technical Specifications, Part II - Technical Data Sheets "A", "B", "C" and "D". The Supplier shall furnish NPC the Quality Certificate for each and every ELO delivery via the mode of delivery as specified in TS-9.0 - Transportation.
- 5.2 The Supplier shall provide American Petroleum Institute (API)/European Automobile Manufacturers Association (ACEA)/Japanese Automotive Standards Organization (JASO) certification that their products are included in any of the above organization to assure the correctness of the technical specifications submitted in the technical data sheets.

TS- 6.0 DELIVERY AND DOCUMENTS

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

a) Place of Delivery and Source Point

Supplier shall deliver the Lubricating Oil at SPUG designated point of receipt as specified in Section VII - Schedule of Requirements, Part II - Table of Delivery Points for Bidding. Such deliveries shall come from the Supplier's nominated Lubricating Oil Source Points during the bidding. In case a delivery will come from an alternate source point, delivered price of the Lubricating Oil shall be as if the delivery came from the original source point.

b) Securing Engine Lubricating Oil Supplies

i. Notice and Schedule of Delivery

To maintain minimum inventory, NPC shall schedule deliveries based on order and Supplier shall deliver within fifteen (15) calendar days after receipt of notice. Said lead time for delivery is applicable to all modes of lubricating oil deliveries as indicated in TS-9.0.

Notices of delivery schedules from NPC should not be served on Saturdays, Sundays and Legal National holidays unless with prior notice to Supplier. In case the 15th day falls on a Saturday, Sunday or Legal National Holiday, the delivery should be made before the Saturday, Sunday or Legal National Holiday.

In case the Supplier, without any justifiable cause as defined under TS-20.0, fails to deliver the lube oil within the prescribed period stated above, resulting in delay in lube oil 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 **SCC Clause 6 - 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 the NPC or the minimum inventory requirement of the plant. If no response received from the Supplier within twenty-four (24) hours, the delivery schedule requested by the NPC shall be considered as the confirmed delivery schedule.

Where applicable, Supplier shall endeavor to dispatch notices of delivery to be received at NPC/SPUG receiving point during office hours only. For all modes of Engine Lubricating Oil deliveries, unless requested by NPC or during emergencies, Supplier shall deliver Lubricating Oil during daytime only.

iii. **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 b) above, NPC has the option to purchase supply from other sources to preclude any possibility for the lube oil 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 (0.10%) of the cost of the undelivered quantity per calendar day of delay until the total confirmed volume was delivered.

iv. **Transfer to Other Delivery Points**

NPC has the option to transfer the ELO delivery to other delivery points of the NPC through an Amendment to Order. Details of the transfer to other delivery points and costs are indicated on TS - 9.0 Section b.

v. **Safety and/or Qualification of Delivery Drums/Pails**

Supplier warrants that Supplier's Drums/Pails including all equipment used for delivering Lubricating Oil 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; and DENR/NPCC rules and regulations regarding prohibition on the dumping of oil waste/bilge waters.

Supplier shall be responsible and liable for all accidents **not attributable to NPC** which includes but not limited to Lubricating Oil spills attributable to Supplier's and/or crew, and direct costs, charges, penalties and/or damages including loss revenue, shall be for the account of Supplier and 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 Drums/Pails shall be equipped with the required contingency measures and equipment for Lubricating Oil spill, fires and the like.

vi. Authorized Signatories to Engine Lubricating Oil Orders/Receivers

Prior to first delivery, NPC shall provide Supplier the list including specimen signatures of all its authorized receivers of Lubricating Oil deliveries at the NPC SPUG power plants/barges awarded to Supplier. Only authorized receivers shall be allowed to receive the Lubricating Oil 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 Lubricating Oil orders.

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 delivery and other charges shall be for the account of the NPC provided the notice requirement to NPC as specified in TS-6.0 b) i, is complied with, otherwise all expenses incurred due to delays or non receipt of delivery shall be for the account of Supplier.

TS-7.0 PRICES

7.1 Purchase Price

For and in consideration of the lubricating oil 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 – Discount) + Delivery Cost +/- ICIS-LOR month on month Price Adjustments + E-VAT, up to four (4) decimal places, Peso/Liter.

Where:

Delivered Price = Applicable monthly price of Lubricating Oil at delivery point up to four (4) decimal places, Peso/Liter.

Bid Price = Refers to the bid of the prospective bidder which include production cost and excise tax, up to four (4) decimal places, Peso/Liter.

- = (Bid + Excise Tax)
- Bid** = Price for engine lubricating oil, up to four (4) decimal places, Peso/Liter.
- 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.
- ICIS-LOR month on month Price Adjustment** = Difference between average of the past month and the average of present month up to four (4) decimal places, US\$/MT
- ICIS-LOR** = refers to an information provider for the chemical and oil industry, and is part of the LNRS Data Services Ltd., a private entity, based in London with office in Singapore.
- Delivery Cost** = Offered transshipment rate based on bidding corresponding to the freight cost from the Supplier's terminal, depot or source point to the delivery point, up to four (4) decimal places, in Peso/Liter.
- The Delivery cost shall constitute the packaging cost for the mode of delivery as specified in TS-9.1 a) Mode of Delivery.
- EVAT** = Expanded Value Added Tax as provided in Republic Act No. 9337, amending the National Internal Revenue Code of 1997 as amended and BIR Revenue Regulations No. 16-2005.
- The EVAT is equivalent to the sum of the Bid Price, Excise Tax, Delivery Cost and ICIS-LOR month on month Price Adjustment multiplied by twelve percent (12%), up to four (4) decimal places, Peso/Liter.
- = (Bid Price + Delivery Cost +/- ICIS-LOR month on month Price Adjustment) x 0.12

The delivered price based on the preceding formula shall be paid in Philippine Currency. The conversion factors of 1.0 Metric Ton (MT) = 1,145 Liters will be used, as required.

For all modes of delivery of lubricating oil, the delivered price shall be reckoned at the prevailing delivered price at the time of completion of delivery. NPC shall indicate the date and time of completion of delivery in the invoice while Supplier shall indicate the delivery location.

In cases of Force Majeure as defined in the tender documents, subject to mutual agreement between NPC and Supplier, the Supplier may source its lubricating oil supply from other source points and the price thereof shall be subject to negotiation between NPC and Supplier.

The Delivered Price of the ELO per delivery point shall be in Peso per Liter as specified herein. The Bid Price and Delivery Costs charged by the Supplier for the ELO delivered under this Contract shall vary from the Bid Price and Delivery Cost quoted by the Supplier in its Bid. Said Bid Price and Delivery Cost shall be valid for the duration of the supply period of the contract, including contract extension.

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

7.2 Total Contract Price

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

$$\text{Total Contract Price, Pesos} = \text{Delivered Price} \times \text{Contract Quantity}$$

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

TS-8.0 PAYMENT

8.1 Invoicing and Documentary Requirements (Per Order Basis)

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

- (a) Packaged Deliveries
 - i. Original Invoice and Delivery Receipt
 - ii. Quality Certificate - certified copy
 - iii. BIR Withdrawal Certificate – certified copy

In addition to the above, Supplier shall also provide NPC, through the Fuel Contract Management Division, not later than the 7th of the current billing month the following documents to support the delivered price of Lubricating Oil used by the Supplier in the invoice:

- i. The monthly price adjustment for SN 500 Base Oil applicable for the Delivery Month.

- ii. The Bangko Sentral ng Pilipinas (BSP) Peso to the US Dollar exchange rate average applicable for the Delivery Month.

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

8.2 Payment Terms

All Lubricating Oil deliveries made by Supplier and received by NPC/SPUG power plants and barges within a particular calendar month shall be paid by the NPC at the end of the following calendar month, provided that all the requirements for payment stated above in **TS 8.1** are received by the NPC not later than the seventh (7th) day of the following month. Otherwise, every day of delay in the submission of the documents, or settling a disputed bill, or due to force majeure as specified in **TS 19** 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 line graph for Lubricating Oil supply on per order basis, indicating the ICIS-LOR and PDS values to be used and the payment due date, are specified in *Section VII - Technical Specifications, Part III - Line Graph Per Order Basis*.

8.3 Contract Amount and Implementation

NPC shall make, after every order, an accounting of the amount actually payable to the Supplier. This will determine the allowable unit/volume that may still be ordered from the remaining amount allotted for each Lubricating Oil 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 it is within the Total Contract Price. No payment shall be made for ELO deliveries in excess of the Total Contract Price.

8.4 Delayed/Prompt Payment

Except when due to force majeure as specified in **TS 19**, 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 BSP until the account is fully paid.

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

8.5 Payment in Case of Contract Termination

In case of termination of this Contract as specified in TS 21 to 24, NPC will pay any outstanding obligation on payment due date after the effective date of termination. In case of nonpayment, interest as stipulated above shall accrue on the outstanding amount.

TS-9.0 TRANSPORTATION

9.1 The transport of the Lubricating Oil to the point of destination or such other named place of destination in the Philippines are as follows:

a) Mode of Delivery

Supplier shall deliver the Lubricating Oil in accordance with the Modes of Delivery as set forth in Section VII - Schedule of Requirements. Supplier shall assure that the delivery of Lubricating Oil shall meet the conditions of the receiving facilities at the delivery points as specified in said Section VII.

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.

i. Packaged Lubricating Oil Deliveries.

Package Lubricating Oil deliveries shall be made using container drums and pails. The Supplier shall guarantee the content of each drum or pail. NPC reserves the right to check the volume and integrity of the Lubricating Oil in the container drums and pails.

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

Details of the packaged Lubricating Oil deliveries are indicated on TS - 14.0 Packaging.

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

The absence of the authorized representatives of either party to witness, validate, affirm and confirm the quality and quantity of the Lubricating Oil delivery shall constitute 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 shall be used as basis for payment of Lubricating Oil deliveries.

b) Transfer to other Delivery Points (Amendment to Order)

In case of emergency, such as impending lube oil run-out due to critical inventory and other reasonable causes, NPC may transfer the ELO delivery to other delivery points of NPC through an Amendment to Order pursuant to Annex "D" - Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials, of the Revised IRR of RA 9184. The bid price and delivery cost shall be as follows:

- i. a. In case the source and recipient power plants/delivery points are supplied by the same supplier, the bid price and delivery cost of the recipient power plant/delivery point shall be used as reference for payment of Lubricating Oil deliveries.
- b. In case a power barge is transferred to a location where a power plant/barge is already existing and operating with ELO 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 lubricating oil 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, the bid price shall be maintained but the delivery cost shall be subject to negotiation. Should negotiations fail, the contract shall cease to effect in the particular power plant/delivery point.
- iii. The transfer/reallocation and/or conversion of type of Lubricating Oil shall not be limited to the power plants/delivery points as specified in the contract. Transfer/reallocation and/or conversion of type Lubricating Oil 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 contract year supply period.

Provided further that before any transfer/reallocation and/or conversion of type may be made from one contract to the other, the quantity and/or amount of the recipient power plant/delivery point has already been consumed. In this case, the bid price and delivery cost of the recipient power plant/delivery point shall be used as basis for payment of lubricating oil deliveries.

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

- iv. NPC has the option to consider a new or alternative 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.

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

c) Transfer of Ownership and Risk

Ownership of the Lubricating Oil shall pass to NPC when the product is received at NPC's power plant or delivery point as specified in Section VII - Part II, Table of Delivery Points for Bidding. Whereas, for power plants whose reference delivery point is pick-up at nearest depot/terminal/source point, ownership of the ELO shall pass to NPC when the product is received at the delivery point or withdrawn from the Supplier's depot/terminal/source point.

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

Custody over the Lubricating Oil shall only pass to the NPC from the Supplier upon final acceptance in accordance with the delivery reference points as specified in Section VII, Part II – Table of Delivery Points.

TS-10.0 INSPECTION AND TESTS

- 10.1 The inspections and tests that will be conducted are:

a) Quality Determination

The quality of Lubricating Oil delivery shall be determined in accordance with applicable ASTM standards/procedures or other mutually accepted standards/procedures as specified in Section VI - Technical Specifications. Supplier shall furnish NPC the Quality Certificate for each and every Lubricating Oil delivery.

NPC reserves the right to conduct random test to validate the quality of the Lubricating Oil as delivered in the power plant/delivery point. In the event the lubricating oil delivered does not conform to the guaranteed technical specifications (Section VI, Part II - Technical Data Sheets), NPC shall advise the Supplier of the deficiency and require the latter for immediate replacement of the whole batch of lubricating oil delivered (for drum/pail).

The expenses in the withdrawal and replacement of the rejected lubricating oil shall be for the account of the Supplier.

b) Quantity Determination

Quantity/volume of delivered lubricating oil shall be based on Drums/Pails markings on its equivalent volume, provided however, that the Supplier shall provide NPC valid and updated ITDI Calibration Certificates of its Drums/Pails. Failure on the part of the supplier to provide a valid and updated ITDI Calibration Certificates shall cause the automatic rejection of delivery.

c) Rejection

1. Rejection Limits

Prior to actual discharging of deliveries, NPC reserves the right to perform tests and quality analyses of the Lubricating Oil properties as specified in Section VI - Technical Specifications. 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 Lubricating Oil delivery.

For Packaged Lubricating Oil deliveries, NPC reserves the right to reject the delivery if the (a) drum and pail seal and label are broken and/or tampered, and (b) if the drum or pail is in an advanced state of deterioration.

All costs and charges in connection with the rejection shall be for the account of the Supplier.

TS-11.0 WARRANTY

- 11.1 In order to assure that manufacturing/production defects shall be corrected by the Supplier, a Warranty Security shall be required from the contract awardee for a period of three (3) to six (6) months after acceptance by the plant of the ELO delivery.

The obligation for the warranty shall be covered by either Retention Money in an amount equivalent to at least ten percent (10%) of every progress payment, or a Special Bank Guarantee equivalent to at least ten percent (10%) of the Total Contract Price. The said amount shall only be released after the lapse of the warranty period or after consumption of the ELO delivered whichever comes earlier. Provided, however, that the ELO delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

- 11.2 In case of contract extension, warranty period shall also be extended for a period of three (3) to six (6) months after acceptance by the plant of the ELO delivery. The retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price shall also be extended by the Supplier.

- 11.3 Release of the Retention Money and/or Special Bank Guarantee after the lapse of the warranty period or after consumption of the ELO delivered, the end-user/plant (in case of Retention Money) or Fuel Contract Management Division - FCMD (in case of Special Bank Guarantee) shall issue a certification that the ELO delivered had been consumed.
- 11.4 Opened drum or pail that is partially used shall be considered as consumed. Release of retention money or special bank guarantee shall not be affected.
- 11.5 Special Bank Guarantee shall be issued by the Supplier upon issuance of the Notice of Award.

TS-12.0 PRIVATIZATION

- 12.1 In the event that the ownership/possession or operation of the NPC or SPUG power plant or barge 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 plant subject to the written consent of the Supplier and the new owner/operator of the plant. Should the consent of the Supplier and the new owner/operator of the plant 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.
- 12.2 In the event that the New Power Provider (NPP) take over the operation of the NPC in a certain area, NPC has the option to assign the contract of the existing SPUG power plant or barge to any of the NPC power plants.

The above shall be without prejudice to payment of claims which were incurred prior to the transfer of the contractual obligation or termination of the Contract.

TS-13.0 INCIDENTAL SERVICES

- 13.1 The Supplier is required to provide free of charge to NPC the following services, including additional services, if any:
 - a. Supervision of delivery of the supplied Lubricating Oil requirements;
 - b. Technical assistance such as technical information on instruments and equipment necessary for the utilization, handling and disposition of lubricating oil purchased from the Supplier including laboratory correlation, if necessary.
 - c. The Supplier shall also provide in-house and field trainings, seminars and technical services relevant to lubricating oil orientation, utilization,

development, supply, transfer, storage and handling, safety and environmental concern activities.

- d. The following technical services to support plant operations are mandatory requirement during contract implementation.

Technical Services	FREQUENCY PER YEAR	
	High Speed Diesel-Fired Engine	Medium Speed
		Diesel/Bunker-Fired Engine
1. Used-Oil Analysis	Quarterly	Quarterly
2. In-Service Lube Oil Condition Monitoring	Shall be conducted based on the running hours of an engine that will be determined and agreed upon during contract implementation	
3. Engine Diagnostic Test	N/A	Shall be conducted based on the running hours of an engine that will be determined and agreed upon during contract implementation
4. Technical Seminars, Trainings	Annually	Annually

In case any or all of the above technical services cannot be performed by the Supplier, NPC shall conduct or engage with a third party to conduct such services and all costs incurred for the said services shall be charged to the Supplier.

TS-14.0 PACKAGING

14.1 Drums and Pails

- a. The Supplier shall provide such packaging of the Lubricating Oil 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 storage.
- b. Packaged lubricating oil deliveries shall be made using drums or pails. The Supplier shall guarantee the content of each drum or pail. The drum or pail contents in liters shall be indicated in the delivery receipt and invoice.

14.2 The packaging must be clearly marked as follows:

Name of Procuring Entity : National Power Corporation
 Contract Description/Code :

Delivery Point	:
Name of Supplier	:
Product Name	:
API Seals/Labels/Markings	:
Gross Weight	:
Net Weight	:
Quantity, in liters	:

Suppliers with ISO certification are not required to mark packaging as indicated above. The Supplier shall adopt their standard labels and marking but will be required to submit to NPC a copy of their ISO certificate during contract implementation. Suppliers with no ISO certification are required to mark packaging accordingly.

TS-15.0 INSURANCE

The Lubricating Oil 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 Lubricating Oil remains at the risk and title of the Supplier until their final acceptance by NPC.

TS-16.0 SUBCONTRACTS

Subcontracting of any Lubricating Oil supply contracts awarded to the Supplier is not allowed.

TS-17.0 NON-WAIVER OF RIGHTS

No failure to exercise and no delay in exercising on the part of NPC of any of its rights under these Specifications and the Contract shall operate as waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof, or the exercise of any other right. The right and remedies herein provided are cumulative and not exclusive of any right or remedies provided by law.

TS-18.0 SETTLEMENT OF DISPUTES

- 18.1 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.
- 18.2 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.
- 18.3 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.

- 18.4 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."
- 18.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

TS-19.0 FORCE MAJEURE

- 19.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure.
- 19.2 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.
- 19.3 If a force majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity 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.

TS-20.0 LIQUIDATED DAMAGES

Subject to SCC Clauses 6, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind the Contract without prejudice to other courses of action and remedies open to it.

TS-21.0 Termination for Default

- 21.1 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 contact price;

- 21.2 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 circumstance of *force majeure* is deemed to have ceased; or
- 21.3 The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 21.4 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under TS 21 to 25, 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.
- 21.5 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.

TS-22.0 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.

TS-23.0 Termination for Convenience

- 23.1 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.
- 23.2 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.

23.3 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.

TS-24.0 Termination for Unlawful Acts

24.1 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:

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

TS-25.0 CONTRACT AMENDMENT

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

SECTION VI

TECHNICAL SPECIFICATIONS

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

PART II - TECHNICAL DATA SHEETS

**SUPPLY AND DELIVERY OF ENGINE LUBRICATING OIL
 TO SPUG POWER PLANTS AND BARGES FOR CY 2023**

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 engine lubricating 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	ENGINE LUBRICATING OIL SPECIFICATIONS FOR DIESEL OIL FIRED - HIGH SPEED	Refer to Attachment "A"	
2	DIESEL OIL FIRED ENGINE - MEDIUM SPEED	Refer to Attachment "B"	
3	ENGINE LUBRICATING OIL SPECIFICATIONS FOR INDUSTRIAL FUEL OIL (DIESEL) FIRED - MEDIUM SPEED (DAIHATSU - ROCKER ARM)	Refer to Attachment "C"	

Name of Bidder :

Signature of Bidder :

ATTACHMENT "A"

**ENGINE LUBRICATING OIL SPECIFICATIONS
 DIESEL OIL FIRED ENGINE - HIGH SPEED**

Property	Unit	Standard Method	NPC Specifications			Suppliers Data			Comply / Not Comply
			Min	Max	Remarks	Min	Max	Remarks	
1. Viscosity Grade		IP-71 / ASTM-D445	SAE15W40		min. viscosity @ 100 °C				
2. Total Base Number (TBN)	mgKOH/g	IP-276 / ASTM-D2896	9						
3. API Level or equivalent in JASO & ACEA			CI-4						

Note: API level must supported by certification from API or equivalent certifying body.

Name of bidder: _____

Signature of bidder: _____

ATTACHMENT "B"

**ENGINE LUBRICATING OIL SPECIFICATIONS
 DIESEL OIL FIRED ENGINE - MEDIUM SPEED**

Property	Unit	Standard Method	NPC Specifications			Suppliers Data			Comply / Not Comply
			Min	Max	Remarks	Min	Max	Remarks	
1. Viscosity Grade		IP-71 / ASTM-D445	SAE 40		min. viscosity @ 100 °C				
2. Total Base Number (TBN)	mgKOH/g	IP-276 / ASTM-D2896	9						
3. API Level or equivalent in JASO & ACEA			CF						

Note: API level must supported by certification from a certifying body.

Name of bidder: _____

Signature of bidder: _____

ATTACHMENT "C"

**ENGINE LUBRICATING OIL SPECIFICATIONS
 INDUSTRIAL FUEL OIL (DIESEL) FIRED ENGINE - MEDIUM SPEED
 (Rocker Arm)**

Property	Unit	NPC Specifications	Suppliers Data	Comply / Not Comply
1 Grade		SAE 30		
2 Specific Gravity @ 15.6°C		0.8850 - 0.8973		
3 Flash Point, COC	°C	200 - 250		
4 Viscosity @ 40°C	cST	96.6 - 104.5		
5 Viscosity @ 100°C	cST	11.4 - 12.1		
6 Viscosity Index		100 - 105		
7 Pour Point	°C	≤6		
8 Total Based No. (TBN)	mgKOH/g	10		

Name of bidder: _____

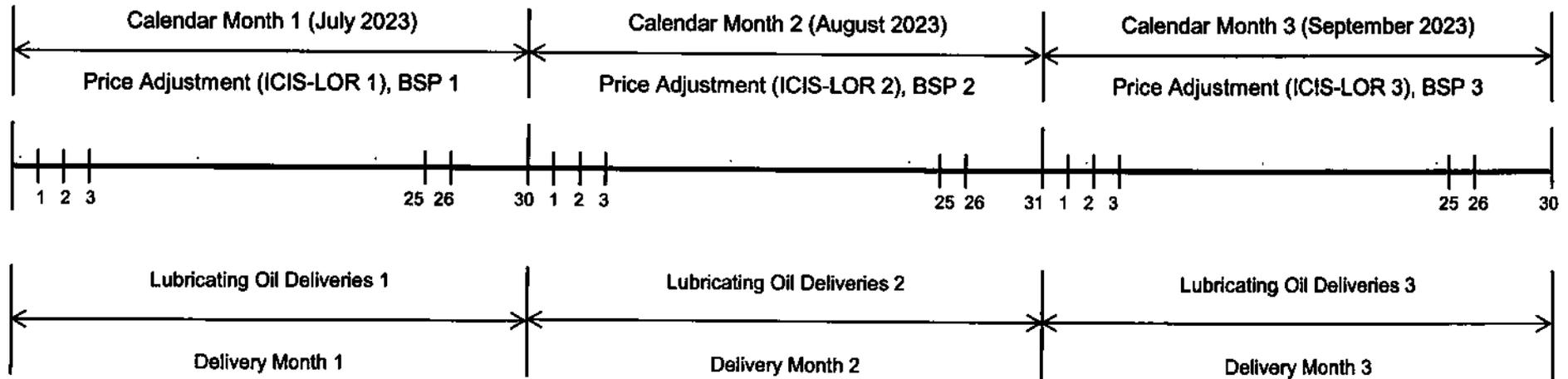
Signature of bidder: _____

SECTION VI

TECHNICAL SPECIFICATIONS

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

NATIONAL POWER CORPORATION
 LINE GRAPH FOR ENGINE LUBRICATING OIL SUPPLY ON PER ORDER BASIS



A. Lube Oil Deliveries are covered under NPC Billing Month (BM), 1st day until the end of the particular month.

B. Processing of Invoice: $\text{Delivered Price (Lube Oil), P/Liter} = (\text{Bid-Discount}) + \text{Delivery Cost} \pm \text{ICIS-LOR month on month Price Adjustments} + \text{Excise Tax} + \text{Delivery Cost} + \text{EVAT}$

- Lube Oil Deliveries 1 = Payment due date is end of August 2023.
- Lube Oil Deliveries 2 = Payment due date is end of September 2023.
- Lube Oil Deliveries 3 = Payment due date is end of October 2023.

SECTION VI - TECHNICAL SPECIFICATIONS
 PART III - SAMPLE COMPUTATION FOR LUBE OIL SUPPLY ON PER ORDER BASIS

SAMPLE COMPUTATION 1
 (Engine Lubricating Oil)

Bid, PhP/liter	120.0000
Discount, PhP/liter	-
Delivery Cost, PhP/liter	1.2000
Volume, liters	2,000.00
Metric Ton to Liter	1145

Assumptions:

1. Bid Date, 1st Week of Month 0
2. End of LO discharging, day before end of Month 4
3. Forex, Average of Previous Month, BSP Ref. Rate, PhP/US\$ = 48.52

ICIS-LOR Monthly Average, \$/MT

	Month 0	Month 1	Month 2	Month 3	Month 4
1st Week	1200	1250	1350	1400	
2nd Week	1200	1250	1350	1400	
3rd Week	1200	1300	1350	1400	
4th Week	1200	1300	1350	1400	
Monthly Average	1200.0000	1275.0000	1350.0000	1400.0000	
ICIS-LOR Month Difference		75.0000	75.0000	50.0000	

ICIS-LOR Monthly Adjustment, \$/MT

Month 1	75.0000
Month 2	75.0000
Month 3	50.0000
Month 4	
Total*	200.0000
* Convert to PhP/Liter, ICIS-LOR_PA =	8.4751

Bid	Discount	ICIS-LOR_PA	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
120.0000	-	8.4751	10.0000	1.2000	16.761	156.4361	312,872.20

SECTION VI - TECHNICAL SPECIFICATIONS
 PART III - SAMPLE COMPUTATION FOR LUBE OIL SUPPLY ON PER ORDER BASIS

SAMPLE COMPUTATION 3
 (Engine Lubricating Oil)

Bid, PhP/liter 120.0000
 Discout, PhP/liter -
 Delivery Cost, PhP/liter 1.2000
 Volume, liters 2,000.00
 Metric Ton to Liter 1145

Assumptions:
 1. Bid Date, 3rd Week of Month 0
 2. End of LO discharging, day before end of Month 1
 3. Bid Price

ICIS-LOR Monthly Average, \$/MT

	Month 0	Month 1	Month 2	Month 3	Month 4
1st Week		1250			
2nd Week		1250			
3rd Week	1200	1300			
4th Week	1200				
Monthly Average	1200.0000				
ICIS-LOR Month Difference					

ICIS-LOR Monthly Adjustment, \$/MT

Month 1	0.0000
Month 2	
Month 3	
Month 4	
Total*	0.0000
* Convert to PhP/Liter, ICIS-LOR_PA =	0.0000

Bid	Discount	ICIS-LOR_PA	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
120.0000	-	0.0000	10.0000	1.2000	15.744	146.9440	293,888.00

SECTION VI - TECHNICAL SPECIFICATIONS
 PART III - SAMPLE COMPUTATION FOR LUBE OIL SUPPLY ON PER ORDER BASIS

SAMPLE COMPUTATION 4
 (Engine Lubricating Oil)

Bid, PhP/liter 120.0000
 Discout, PhP/liter -
 Delivery Cost, PhP/liter 1.2000
 Volume, liters 2,000.00
 Metric Ton to Liter 1145

Assumptions:

1. Bid Date, 3rd Week of Month 0
2. End of LO discharging, End of Month 1
3. Forex, Average of 3rd Week to 4th Week of Month 0, BSP Ref. Rate, PhP/US\$ 48.52

ICIS-LOR Monthly Average, \$/MT

	Month 0	Month 1	Month 2	Month 3	Month 4
1st Week		1250			
2nd Week		1250			
3rd Week	1200	1300			
4th Week	1200	1300			
Monthly Average	1200.0000	1275.0000			
ICIS-LOR Month Difference		75.0000			

ICIS-LOR Monthly Adjustment, \$/MT

Month 1	75.0000
Month 2	
Month 3	
Month 4	
Total*	75.0000
* Convert to PhP/Liter, ICIS-LOR_PA =	3.1782

Bid	Discount	ICIS-LOR_PA	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
120.0000	-	3.1782	10.0000	1.2000	16.1254	150.5036	301,007.20

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

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

**NATIONAL POWER CORPORATION
CY 2023 ENGINE LUBRICATING OIL REQUIREMENTS**

SPUG POWER PLANTS AND BARGES

PLANT NAME	QUANTITY, liters	Approved Budget for Contract (ABC), PhPesos
SCHEDULE IA - DIESEL-FIRED, HIGH SPEED		
LUZON		
MINDORO/ROMBLON AREAS		
MINDORO		
PER PLANT		
1 Lubang DP	7,980.00	985,996.00
TOTAL Mindoro / Romblon Area	7,980.00	985,996.00
GRAND TOTAL LUZON	7,980.00	985,996.00
WESTERN MINDANAO		
PER PLANT		
1 Mapun DP	1,890.00	286,615.00
2 Languyan DP	630.00	88,165.00
3 Siasi DP	5,880.00	822,871.00
4 Sacol DP	2,310.00	323,271.00
LOT 1 - TAWI-TAWI	10,290.00	1,560,458.00
1 Sibutu DP		
2 Sitangkai DP		
3 Tandubanak DP		
LOT 2 - ZAMBOANGA CITY	840.00	120,502.00
1 Pandami DP		
2 Pangapuyan, Zamboanga		
3 Tigtabon, Zamboanga		
TOTAL Western Mindanao	21,840.00	3,201,882.00
GRAND TOTAL MINDANAO	21,840.00	3,201,882.00
Schedule IB - MEDIUM SPEED		
MINDANAO		
Eastern Mindanao		
1 Loreto DPP	1,680.00	231,173.00
Western Mindanao		
1 Mapun DPP	1,680.00	238,181.00
2 Siasi DPP	6,930.00	982,496.00
TOTAL MEDIUM SPEED	10,290.00	1,451,850.00
Schedule IIA - DIESEL-FIRED ENGINE, MEDIUM SPEED (DAIHATSU)		
LUZON		
LOT 3 - PB 106	29,190.00	3,789,690.00
Daihatsu (Main Engine)	29,190.00	3,789,690.00
MINDANAO		
LOT 4 - PB 108***	32,760.00	4,583,583.00
Daihatsu (Main Engine)	24,360.00	3,437,547.00
Daihatsu (Rocker Arm)	8,400.00	1,146,036.00
MINDANAO		
LOT 5 - PB 119***	45,570.00	6,386,342.00
Daihatsu (Main Engine)	36,120.00	5,097,052.00
Daihatsu (Rocker Arm)	9,450.00	1,289,290.00
TOTAL MEDIUM SPEED (DAIHATSU)	107,520	14,759,615
TOTAL ENGINE LUBRICATING OIL	147,630	20,399,343

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

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

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
TABLE OF DELIVERY POINTS FOR BIDDING

Schedule IA - Diesel-Fired Engine, High Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Delivery		Delivery Point/ Plant Location
		Mode	Preferred Container Capacity	
LUZON				
MINDORO				
PER PLANT				
1 Lubang DPP	7,980	Drum	210 liters	Lubang DPP, Maliq, Lubang, Occidental Mindoro
TOTAL	7,980			
MINDANAO				
WESTERN MINDANAO				
PER PLANT				
1 Mapun DPP	1,890	Drum	210 liters	Plantsite, Mahatu, Cagayan De Tawi tawi, Tawi tawi
2 Languyan DPP	630	Drum	210 liters	Plantsite, Languyan, Tawi-tawi
3 Siasi DPP	5,880	Drum	210 liters	Plantsite, West Kungtad, Siasi, Sulu
4 Sacol DPP	2,310	Drum	210 liters	Plantsite, Sacol Island, Zamboanga City
LOT 1 - TAWI-TAWI	10,290	Drum	210 liters	Bongao DPP, Tubig Boh, Bongao, Tawi-Tawi
1 Sibutu DPP	3,990			
2 Sitangkai DPP	5,250			
3 Tandubanak DPP	1,050			
LOT 2 - ZAMBOANGA CITY	840	Pail	20 liters	WMOD Area Office, Zamboanga City
1 Pandami DPP	420			
2 Pangupayan, Zamboanga	210			
3 Tiglabon, Zamboanga	210			
TOTAL	21,840			

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
TABLE OF DELIVERY POINTS FOR BIDDING

Schedule IB - Diesel-Fired Engine, Medium Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Delivery		Delivery Point/ Plant Location
		Mode	Preferred Container Capacity	
MINDANAO				
EASTERN MINDANAO				
PER PLANT				
1 Loreto DPP	1,680	Drum	210 liters	Plantsite, Brgy. Esperanza, Loreto, Surigao del Norte
WESTERN MINDANAO				
PER PLANT				
1 Mapun DPP	1,680	Drum	210 liters	Plantsite, Mahalu, Cagayan De Tawi tawi, Tawi tawi
2 Siasi DPP	6,930	Drum	210 liters	Plantsite, West Kungtad, Siasi, Sulu
TOTAL	10,290			

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
TABLE OF DELIVERY POINTS FOR BIDDING

Schedule IIA - Bunker-Fired Engine, Medium Speed (DAIHATSU)
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Delivery		Delivery Point/ Plant Location
		Mode	Preferred Container Capacity	
LUZON				
LOT 3 - PB 106	29,190			
1 DAIHATSU (Main Engine)	29,190	Drum	210 liters	Bargesite, Bagacay, Romblon, Romblon
MINDANAO				
LOT 4 - PB 108***	32,760			
1 DAIHATSU (Main Engine)	24,360	Drum	210 liters	Bargesite, Eastern Poblacion, Poro, Camotes, Cebu
2 DAIHATSU (Rocker Arm)	8,400	Drum	210 liters	Bargesite, Eastern Poblacion, Poro, Camotes, Cebu
LOT 5 - PB 119***	45,570			
1 DAIHATSU (Main Engine)	36,120	Drum	210 liters	Bargesite, Tabuk, Isabela, Basilan
2 DAIHATSU (Rocker Arm)	9,450	Drum	210 liters	Bargesite, Tabuk, Isabela, Basilan
TOTAL	107,520			

*** Lot with individual plant site delivery and different type of lube oil.

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

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

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
SCHEDULE OF MONTHLY ENGINE LUBRICATING OIL REQUIREMENTS

Schedule IA - Diesel-Fired Engine, High Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	2022 Requirements, in Liters												Total (Liters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
LUZON														
MINDORO														
PER PLANT														
1 Lubang DPP	7,980							7,980						7,980
TOTAL	7,980							7,980						7,980
WESTERN MINDANAO														
PER PLANT														
1 Mapun DP	1,890							1,890						1,890
2 Languyan DP	630							630						630
3 Siasi DP	5,880							5,880						5,880
4 Sacol DP	2,310							2,310						2,310
LOT 1 - TAWI-TAWI	10,290							10,290						10,290
1 Sibutu DP	3,990													
2 Sitangkai DP	5,250													
3 Tandubanak DP	1,050													
LOT 2 - ZAMBOANGA CITY	840							840						840
1 Pandami DP	420													
2 Pangupayan, Zamboanga	210													
3 Tigtabon, Zamboanga	210													
TOTAL	21,840							21,840						21,840

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
SCHEDULE OF MONTHLY ENGINE LUBRICATING OIL REQUIREMENTS

Schedule IIA - Diesel-Fired Engine, Medium Speed (DAIHATSU)
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	2022 Requirements, in Liters												Total (Liters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
LUZON														
LOT 3 - PB 106														
1 DAIHATSU (Main Engine)	29,190							9,870			9,870		9,450	29,190
MINDANAO														
LOT 4 - PB 108***														
1 DAIHATSU (Main Engine)	24,360							12,180					12,180	24,360
2 DAIHATSU (Rocker Arm)	8,400							4,200					4,200	8,400
LOT 5 - PB 119***														
1 DAIHATSU (Main Engine)	36,120							12,180			12,180		11,760	36,120
2 DAIHATSU (Rocker Arm)	9,450							4,830					4,620	9,450
	107,520													

*** Lot with individual plant site delivery and different type of lube oil.

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

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

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
BID PRICE PROPOSAL

Schedule IA - Diesel-Fired Engine, High Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity	Delivery Mode	Source	Delivery Point	Bid	Excise Tax	Bid Price	Discount	Delivery Cost	E-VAT	Delivered Price	Total Contract Price
A	Liters B	C	(Local Source / Country of Origin) D	(Yes/No) E	P/Liter F	P/Liter G	P/Liter H	P/Liter I	P/Liter J	P/Liter K	P/Liter L	Pesos M
LUZON												
MINDORO/ROMBLON AREAS												
PER PLANT												
1 Lubang DPP	7,980	Drum				10.0000						
MINDANAO												
WESTERN MINDANAO												
PER PLANT												
1 Mapun DPP	1,890	Drum				10.0000						
2 Languyan DPP	630	Drum				10.0000						
3 Siasi DPP	5,880	Drum				10.0000						
4 Saco DPP	2,310	Drum				10.0000						
LOT 1 - TAWI-TAWI	10,290	Drum				10.0000						
1 Sibutu DPP												
2 Sitangkai DPP												
3 Tandubanak DPP												
LOT 2 - ZAMBOANGA CITY	840	Pail				10.0000						
1 Pandami DPP												
2 Pangapuyan, Zamboanga												
3 Tigtabon, Zamboanga												
	29,820											

NOTES :

D - Bidder should indicate the following: 1) Local Source - Ex. Terminal, Depot or Source Point, location 2) Ex-EPZA, 3) Imported - origin.

E - In column for Delivery Point, indicate "YES" if the lubricating oil 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.

F, I & J - Indicate bids for Bid, Discount and Delivery Cost. [Round off to four (4) decimal places].

H - Refers to the bid of the prospective bidder which include production cost and excise tax. Bid Price = Bid + Excise Tax [Round off to four (4) decimal places].

G - Excise Tax pursuant to R.A. 10963, Tax Reform for Acceleration and Inclusion (TRAIN) Law.

K - Expanded Value Added Tax pursuant to BIR Revenue Regulations No. 16-2005. E-VAT = (Bid Price + Delivery Cost) x 0.12 [Round off to four (4) decimal places].

L - Delivered Price = Bid Price - Discount + Delivery Cost + E-VAT [Round off to four (4) decimal places]

M - Total Contract Price = Quantity x Delivered Price. (Round off to 0 decimal places).

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

Signature over Printed Name
Authorized Representative

Company Name

Date

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
BID PRICE PROPOSAL

Schedule IB - Diesel-Fired Engine, Medium Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity	Delivery Mode	Source	Delivery Point (Yes/No)	Bid P/Liter	Excise Tax P/Liter	Bid Price P/Liter	Discount P/Liter	Delivery Cost P/Liter	E-VAT P/Liter	Delivered Price P/Liter	Total Contract Price Pesos
A	B	C	D (Local Source / Country of Origin)	E	F	G	H	I	J	K	L	M
MINDANAO												
EASTERN MINDANAO												
PER PLANT												
1 Loreto DPP	1,680	Drum				10.0000						
WESTERN MINDANAO												
PER PLANT												
1 Mapun DPP	1,680	Drum				10.0000						
2 Siasl DPP	6,930	Drum				10.0000						
	10,290											

NOTES :

- D - Bidder should indicate the following: 1) Local Source - Ex. Terminal, Depot or Source Point, location 2) Ex-EPZA, 3) Imported - origin.
 - E - In column for Delivery Point, indicate "YES" if the lubricating oil 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.
 - F, I & J - Indicate bids for Bid, Discount and Delivery Cost. [Round off to four (4) decimal places].
 - H - Refers to the bid of the prospective bidder which include production cost and excise tax. Bid Price = Bid + Excise Tax [Round off to four (4) decimal places].
 - G - Excise Tax pursuant to R.A. 10963, Tax Reform for Acceleration and Inclusion (TRAIN) Law.
 - K - Expanded Value Added Tax pursuant to BIR Revenue Regulations No. 18-2005, E-VAT = (Bid Price + Delivery Cost) x 0.12 [Round off to four (4) decimal places].
 - L - Delivered Price = Bid Price - Discount + Delivery Cost + E-VAT [Round off to four (4) decimal places]
 - M - Total Contract Price = Quantity x Delivered Price. (Round off to 0 decimal places).
- The Total Contract Price should not be greater than the Total Approved Budget for Contract (ABC) as indicated in Section VII, Part I - Approved Budget for Bidding. Otherwise the bid shall be disqualified outright.

Signature over Printed Name
Authorized Representative

Company Name

Date

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
BID PRICE PROPOSAL

Schedule IIA - Diesel-Fired Engine, Medium Speed (Daihatsu Main Engine & Rocker Arm)
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity	Delivery Mode	Source	Delivery Point	Bid	Excise Tax	Bid Price	Discount	Delivery Cost	E-VAT	Delivered Price	Total Contract Price
A	B	C	(Local Source / Country of Origin)	(Yes/No)	P/Liter	P/Liter	P/Liter	P/Liter	P/Liter	P/Liter	P/Liter	Pesos
			D	E	F	G	H	I	J	K	L	M
LUZON												
LOT 3 - PB 106												
1	DAIHATSU (Main Engine)	29,190	Drum			10.0000						
MINDANAO												
LOT 4 - PB 108***												
1	DAIHATSU (Main Engine)	24,360	Drum			10.0000						
2	DAIHATSU (Rocker Arm)	8,400	Drum			10.0000						
LOT 5 - PB 119***												
1	DAIHATSU (Main Engine)	36,120	Drum			10.0000						
2	DAIHATSU (Rocker Arm)	9,450	Drum			10.0000						
		107,520										

NOTES:

- D - Bidder should indicate the following: 1) Local Source - Ex. Terminal, Depot or Source Point, location 2) Ex-EPZA, 3) Imported - origin.
 - E - In column for Delivery Point, indicate "YES" if the lubricating oil 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.
 - F, I & J - Indicate bids for Bid, Discount and Delivery Cost. [Round off to four (4) decimal places].
 - H - Refers to the bid of the prospective bidder which include production cost and excise tax. Bid Price = Bid + Excise Tax [Round off to four (4) decimal places].
 - G - Excise Tax pursuant to R.A. 10963, Tax Reform for Acceleration and Inclusion (TRAIN) Law.
 - K - Expanded Value Added Tax pursuant to BIR Revenue Regulations No. 16-2005. E-VAT = (Bid Price + Delivery Cost) x 0.12 [Round off to four (4) decimal places].
 - L - Delivered Price = Bid Price - Discount + Delivery Cost + E-VAT [Round off to four (4) decimal places].
 - M - Total Contract Price = Quantity x Delivered Price. (Round off to 0 decimal places).
- The Total Contract Price should not be greater than the Total Approved Budget for Contract (ABC) as indicated in Section VII, Part I - Approved Budget for Bidding. Otherwise the bid shall be disqualified outright.

Signature over Printed Name
Authorized Representative

Company Name

Date

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

***(PART V – BID SECURITY
REQUIREMENT)***

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
BID SECURITY REQUIREMENT

Schedule IA - Diesel-Fired Engine, High Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Approved Budget for Contract (ABC) Pesos	Bid Security	
			a) 2.0 Percent Pesos	b) 5.0 Percent Pesos
LUZON				
MINDORO				
PER PLANT				
1 Lubang DPP	7,980	985,996.00	19,719.92	49,299.80
MINDANAO				
WESTERN MINDANAO				
PER PLANT				
1 Mapun DPP	1,890	286,615.00	5,732.30	14,330.75
2 Languyan DPP	630	88,165.00	1,763.30	4,408.25
3 Siasi DPP	5,880	822,871.00	16,457.42	41,143.55
4 Sacol DPP	2,310	323,271.00	6,465.42	16,163.55
LOT 1- TAWI-TAWI	10,290	1,560,458.00	31,209.16	78,022.90
1 Sibutu DPP				
2 Sitangkai DPP				
3 Tandubanak DPP				
LOT 2 - ZAMBOANGA CITY	840	120,502.00	2,410.04	6,025.10
1 Pandami DPP				
2 Pangupayan, Zamboanga				
3 Tigtabon, Zamboanga				
TOTAL	29,820	4,187,878.00	83,757.56	209,393.90

NOTES :

- a. Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft or Irrevocable Letter of Credit and Bank Guarantee.
- b. Surety Bond

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
BID SECURITY REQUIREMENT

Schedule IB - Diesel-Fired Engine, Medium Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Approved Budget for Contract (ABC) Pesos	Bid Security	
			a) 2.0 Percent Pesos	b) 5.0 Percent Pesos
MINDANAO				
EASTERN MINDANAO				
PER PLANT				
1 Loreto DP	1,680	231,173.00	4,623.46	11,558.65
WESTERN MINDANAO				
PER PLANT				
1 Mapun DP	1,680	238,181.00	4,763.62	11,909.05
2 Siasl DP	6,930	982,496.00	19,649.92	49,124.80
TOTAL	10,290	1,451,850.00	29,037.00	72,592.50

NOTES:

- a. Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft or Irrevocable Letter of Credit and Bank Guarantee.
- b. Surety Bond

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2023
BID SECURITY REQUIREMENT

Schedule IIA - Diesel-Fired Engine, Medium Speed (DAIHATSU)
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Approved Budget for Contract (ABC) Pesos	Bid Security	
			a) 2.0 Percent Pesos	b) 5.0 Percent Pesos
LUZON				
LOT 3 - PB 106				
1 DAIHATSU (Main Engine)	29,190	3,789,690.00	75,793.80	189,484.50
MINDANAO				
LOT 4 - PB 108***				
1 DAIHATSU (Main Engine)	24,360	3,437,547.00	68,750.94	171,877.35
2 DAIHATSU (Rocker Arm)	8,400	1,146,036.00	22,920.72	57,301.60
LOT 5 - PB 119***				
1 DAIHATSU (Main Engine)	36,120	5,097,052.00	101,941.04	254,852.60
2 DAIHATSU (Rocker Arm)	9,450	1,289,290.00	25,785.80	64,464.50
TOTAL	107,520	14,789,615.00	295,192.30	737,980.75

*** Lot with individual plant site delivery and different type of lube oil.

NOTES :

- a. Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft or Irrevocable Letter of Credit and Bank Guarantees.
- b. Surety Bond

SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

TABLE OF CONTENTS

NPCSF-GOODS-01	- Checklist of Technical and Financial Envelope Requirements for Bidders
NPCSF-GOODS-02	- List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started
NPCSF-GOODS-03	- Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid
NPCSF-GOODS-04	- Computation of Net Financial Contracting Capacity (NFCC)
NPCSF-GOODS-05	- Joint Venture Agreement
NPCSF-GOODS-06a	- Form of Bid Security : Bank Guarantee
NPCSF-GOODS-06b	- Form of Bid Security : Surety Bond
NPCSF-GOODS-06c	- Bid Securing Declaration Form
NPCSF-GOODS-07	- Omnibus Sworn Statement (Revised)
NPCSF-GOODS-08	- Bid Letter
NPCSF-GOODS-09	- Letter of Guarantee
Sample Form 01	- Bank Guarantee Form for Advance Payment
Sample Form 02	- Certification from DTI as Domestic Bidder
Sample Form 03	- Certificate of International Law of Reciprocity

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders

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

1. ELIGIBILITY DOCUMENTS

a. (CLASS A)

➤ Any of the following:

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

OR:

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

OR:

- A combination thereof
- Statement of all ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (NPCSF-GOODS-02).
- The Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 25% of the ABC of the largest delivery point where the bidder is going to bid (NPCSF-GOODS-03) complete with the following supporting documents:
 1. Contract/Purchase Order
 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

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

Standard Form No: NPCSF-GOODS-01

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

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

b. (CLASS B)

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

2. Technical Documents

- Bid Security, any one of the following:
 - Bid Securing Declaration (NPCSF-GOODS-06c)
OR
 - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
OR
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
OR
 - Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
 - For Sole Proprietorship:
 - Special Power of Attorney
 - For Partnership/Corporation/Cooperative/Joint Venture:
 - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Duly signed and completely filled-out Technical Data Sheets (Section VI – Part II); if specified in the Bidding Documents;
- Data and information to be submitted with the Proposal as specified in Section VI – Technical Specifications (if specified in the Bidding Documents);

Standard Form No: NPCSF-GOODS-01

- Complete eligibility documents of the proposed subcontractor, if any
- Letter of Guarantee (NPCSF-GOODS-09)

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

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

CONDITIONS:

1. *Each Bidder shall submit one copy of the first and second components of its Bid. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.*
2. *In the case of foreign bidders, the eligibility requirements under Class "A" Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.*

These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).
3. *A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(f) of the revised IRR of R.A. 9184.*

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____
Business Address : _____

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

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

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

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

NAME OF PROJECT

CONTRACT AMOUNT

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1.	P
2.	P

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____ 2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

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

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

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURES(S) _____

NAME(S) AND TITLE(S) _____ NAME(S) _____

SEAL _____ SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
SUPPLY AND DELIVERY OF ENGINE LUBRICATING OIL TO SPUG POWER PLANTS
AND BARGES FOR CY 2023
PR NO. HO-FMG23-006

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

I/We¹, the undersigned, declare that:

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

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

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

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

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

Standard Form No: NPCSF-GOODS-07

Omnibus Sworn Statement (Revised)**REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.****AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY AND DELIVERY OF ENGINE LUBRICATING OIL TO SPUG POWER PLANTS AND BARGES FOR CY 2023 (PR NO. HO-FMG23-006)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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

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

[name and signature of authorized signatory]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____
[name of bidder]

Standard Form No. NPCSF-GOODS-09

(Bidder's Letterhead)

Date

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

SUBJECT: Letter of Guarantee

Gentlemen:

We hereby guarantee to supply and deliver the engine lubricating oil to the following Project Site/Delivery Point(s) as follows:

(Indicate all the project sites/delivery point(s) and the corresponding type of lube oil to be bid upon)

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

Very truly yours,

(Name & Signature)
(Designation)

Doc. No. _____
Page No. _____
Book No. _____
Series of 20

Sample Form - 01

Bank Guarantee Form for Advance Payment

(This Form is Not Applicable)

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

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Sample Form - 02

CERTIFICATION AS A DOMESTIC BIDDER

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

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

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

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

Name

Position

Department of Trade & Industry

Sample Form - 02

CERTIFICATION AS A DOMESTIC ENTITY

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

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

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

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

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

Name

Position

Agency

Sample Form - 03

Certification, Re: International Law of Principle of Reciprocity

CERTIFICATION

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

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

Issued this _____ day of _____, 20____.

(Embassy of Bidder's Country) Embassy