



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

BID DOCUMENTS

Name of Project : **TWELVE (12) MONTHS SUPPLY AND DELIVERY OF FUEL REQUIREMENTS FOR NPC-HO FOR CY 2023**

PR No. : **HO-WIT22-010**

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TWELVE (12) MONTHS SUPPLY AND DELIVERY OF FUEL REQUIREMENTS FOR NPC-HO FOR CY 2023

ITEM	DESCRIPTION	QTY.	EVALUATED PRICE	
			UNIT PRICE	TOTAL PRICE
	Supply and Delivery of the following fuel requirements to NPC-HO for CY 2023			
1	BIODIESEL FUEL- (Composed of 98% diesel and 2% CME) for diesel engines that conforms to the quality standards prescribed under RA No. 8749 "The Clean Air Act of 1999" and RA No. 9367 "The Biofuels Act of 2006".	112,926	₱ 75.9689	8,578,864.00
2	E-10 GASOLINE FUEL - (Composed of 90% unleaded gasoline and 10% ethanol) Premium Gasoline RON 95 for gasoline engines that conforms to the quality standards prescribed under RA No. 8749 "The Clean Air Act of 1999" and RA No. 9367 "The Biofuels Act of 2006".	46,567	₱ 79.2574	3,690,779.35
				12,269,643.35

SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2022-0660

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

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
S1-SVD22-019 / PB221026-NA00398 Lease of 1.0 MW Modular Diesel Gensets for San Vicente DPP	Lease of Modular Diesel Generating Sets or Operation and Maintenance (O & M) of Diesel Generating Sets or Supply, Delivery, Installation, Test and Commissioning of Diesel Generating Set/s	14 October 2022 9:30 AM	26 October 2022 9:30 AM	₱ 20,109,607.00 / ₱ 25,000.00
HO-WIT22-010 / PB221026-JC00399 Twelve (12) Months Supply and Delivery of Fuel Requirements for NPC-HO for CY 2023	Supply and Delivery of Biodiesel and / or E-10 Gasoline Fuel	14 October 2022 9:30 AM	26 October 2022 9:30 AM	₱ 12,269,643.35 ₱ 25,000.00

Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City

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

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
S1-SVD22-019	Six (6) Months – Minimum Twelve (12) Months - Maximum	Ten (10) Years
HO-WIT22-010	Twelve (12) 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 5611/5211

Fax No.: 8922-1622

Email: bcسد@napocor.gov.ph / bcسد_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 National Power Corporation (NPC or NAPOCOR) wishes to receive Bids for the Twelve (12) Months Supply and Delivery of Fuel Requirements for NPC – HO for CY 2023, with identification number PR No. HO-WIT22-010.

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

2. Funding Information

2.1 The GOP through the source of funding as indicated below for CY 2023 in the amount specified in the Invitation to Bid.

2.2 The source of funding is the Corporate Operating Budget of the National Power Corporation.

3. Bidding Requirements

The bidding for the Project shall be governed by all 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 GPBB, 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 equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

- 7.2. The Supplier may identify its subcontractor during the contract implementation state. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request 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:

SECTION II – INSTRUCTIONS TO BIDDERS

- (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 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, listed in the **BDS**.

13. Bid and Payment Currencies

13.1 For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency or tradable 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.

13.1. 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 stated 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 Bids.

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

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 Bidder's 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 schedule 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 to one (1) Bidder in one complete contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of

RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to supply and delivery of Biodiesel and/or E-10 gasoline fuel.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award; 2. Certification of percent (%) Accomplishment and Satisfactory Performance as of the date of bidding coming from the project owner/client. <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Bidder must prioritize to declare on-going contracts with NPC and to its energy family (e.g. PSALM, DOE, and TRANSCO), if any. Non-declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R) or Sales Invoice. <p>The prospective bidders shall declare its Joint Venture partner during the purchase of bid/tender documents. Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes. Failure to do so shall be a ground for disqualification/non-acceptance of its bid.</p>
10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p>

	<p>1. Data and Information to be submitted with the Bid/Proposal as specified in Clause TS-8.0(a) of Section VI – Technical Specifications;</p> <p>2. Complete eligibility documents of the proposed sub-contractor, if any.</p>
12	<p>The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a) The amount of not less than 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</p> <p>b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.</p>
19.1	<p>Additional Methodology in the Evaluation and Comparison of Bids to Determine the Lowest Calculated Bid:</p> <p>The most advantageous bid offer for this Project shall be determined as follows:</p> <p>Total Contract Price = Contract Price for Biodiesel + Contract Price for Gasoline</p> <p>Wherein:</p> <p>Contract Price for Biodiesel = Quantity x Delivered Price for Biodiesel</p> <p>And</p> <p>Contract Price for Gasoline = Quantity x Delivered Price for Gasoline</p> <p>Where:</p> <p>Quantity = Quantity of Biodiesel and Gasoline as indicated in Section VII, Bid Price Schedule, Liters</p> <p>Delivered Price for Biodiesel and Gasoline Fuel:</p> <p>Delivered Price = Bid Price – Discount + Delivery Cost</p> <p>Where:</p> <p>Delivered Price = Price of Particular fuel at Project Site up to Four (4) Decimal Places, Peso/Liter</p> <p>Bid Price = refers to bid offer of prospective supplier (inclusive of Fuel Marking, Excise Tax and E-VAT) less discount/s given, up to four decimal places, Peso/Liter</p> <p>= Bid - Discount</p> <p>Discount = total reductions given by the supplier, up to four (4) decimal places, Peso/Liter,</p> <p>Delivery Cost = Bid offer for the cost of freight (inclusive of 12% E-</p>

	<p>VAT) from the source to the Project Site, i.e. refinery to Project Site for deliveries ex-refinery, or oil terminal/depot to Project Site for deliveries ex-terminal/depot, up to four (4) decimal places, Pesos/Liter</p> <p>Fuel Marking Fee = refers to the fee paid for fuel marking services pursuant to DOF/BIR/BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020</p> <p>Excise Tax = Tax to be collected pursuant to R.A. 10963 – TRAIN Law and BIR Revenue Regulation No. 2-2018</p> <p>EVAT = Expanded Value Added Tax as provided in R.A. 9337, amending the National Internal Revenue Code of 1997 as amended and BIR Revenue Regulations No. 16-2005, up to four (4) decimal places, Peso/liter. The current rate of EVAT is twelve percent (12%).</p> <p>The Bidder that submitted the lowest Total Contract Price, as evaluated, shall be considered the Lowest Calculated Bid for this Project. The Domestic Preference provision (ITB-18) shall apply in the determination of the Lowest Calculated Bid.</p>
19.3	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p>
19.5	<p>If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.</p>
20.1	<p>Additional documents to be submitted during Post-Qualification:</p> <ul style="list-style-type: none"> a. Latest Income Tax Returns filed and paid through the BIR Electronic filing and Payment Systems (EFPS); b. Business Tax/VAT Returns within the last six (6) months preceding the date of the bid submission, filed and paid through the BIR (EFPS); c. PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid; d. Valid and current Mayor's/Business Permit, if under renewal during bidding; e. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts

	<p>Including Contracts Awarded but not yet Started (NPCSF-GOODS-02);</p> <ul style="list-style-type: none"> f. 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; g. Supplier's product quality certificate and other supporting documents of oil-based fuel proposed by the bidders must comply with the technical specifications. It shall be a ground for disqualification if the submitted product quality certificate and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process; h. The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any. i. For foreign bidders, certificate of International Law of Reciprocity (Sample Form).
<p>21.2</p>	<p>Notice to Proceed.</p>

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 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 (This provision shall not apply)

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the procuring entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

SECTION V

**SPECIAL CONDITIONS OF
CONTRACT**

SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The delivery terms applicable to the Contract is DDP delivered to the project site specified in the technical specifications, in accordance with INCOTERMS. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI – Technical Specifications. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies of Supplier’s factory test/inspection report; (iii) Original and four copies of the certificate of origin (for imported Goods); (iv) Delivery receipt detailing number and description of items received signed by the Procuring Entity’s representative at the Project Site; (v) Certificate of Completion/Inspection Report signed by the Procuring Entity’s representative at the Project Site; (vi) Original and four copies of the Inspection Receiving Report signed by the Procuring Entity’s representative at the Project Site; (vii) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; and (viii) Documents specified in the Technical Specifications, if any. <p><i>For Goods Supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by email the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p>

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

For purposes of this Clause the Procuring Entity's Representative at the project Site is Vice President – Administration & Finance.

Incidental Services

The Supplier is required to provide incidental services, including additional services, if any, as specified in Section VI, Technical Specifications.

Insurance –

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

Transportation –

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

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 final acceptance by the Procuring Entity at the point of destination.

Patent Rights –

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.
2.2	This provision will not apply. Payment is specified under Clause TS-6.0 of Section VI, Part I – Technical Specifications.
3.2	<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 condition 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.
4	The inspection and tests that will be conducted are specified in the Technical Specifications.
5.2	The period for correction of defects in the warranty period shall not exceed thirty (30) days upon receipt of the notice from NPC.

SECTION VI

**TECHNICAL
SPECIFICATIONS**

***(PART I - TECHNICAL
SPECIFICATIONS)***

Section VI - Technical Specifications

Part I - Technical Specifications

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Section VI - Technical Specifications

Part I - Technical Specifications

TS-1.0 GENERAL

This specification covers the technical requirements for the **Twelve (12) Months Supply and Delivery of Fuel Requirements for NPC-HO for CY 2023** at NPC Gasoline Station, Head Office, Diliman, Quezon City.

The Supplier warrants that its hauling/delivery of fuel truck including all equipment used (valves, hoses, dispensers, etc.) for delivering fuel products to NPC meets all the safety requirements and standards and undergone the required pre-qualifications process and regular safety inspections and maintenance to meet safety requirements and standards in the Philippines.

During the contract period of supply and delivery of the fuel requirements for NPC-HO, the Supplier shall engage properly trained and experienced personnel to ensure that safety rules, practices and procedures are being implemented.

Utmost care shall be strictly observed by the Supplier during fuel delivery at NPC-HO compound, i.e. fuel transport, fuel transfer, etc. Any untoward incidents resulting to injury or damage to people and property due to the unsafe practices, carelessness, negligence or fault of the Supplier, the Supplier shall repair or replace all damaged items at its own expense and to the satisfaction of NPC.

TS-2.0 SCOPE OF WORK

The works and services to be performed by the Supplier under this contract shall essentially consist of:

- 2.1 A door-to-door supply and delivery on staggered basis of 112,926 liters of Biodiesel Fuel (composed of 98% diesel and 2% CME) and 46,567 liters of E-10 Gasoline (composed of 90% unleaded gasoline and 10% ethanol) Premium Gasoline RON 95 that conforms to the quality standards prescribed under RA No. 8749 "The Philippine Clean Air Act of 1999" and RA No. 9367 "The Biofuels Act of 2006". The fuel requirements (gasoline and biodiesel) must be EURO 4 compliant as required under Department of Energy (DOE) and Philippine National Standards (PNS) – PNS/DOE QS 004:2017 for Automotive Diesel Oil and PNS/DOE QS 008:2018 for E-10 Gasoline (Premium);
- 2.2 Supplier shall provide, install, regularly calibrate and maintain fuel dispensers required for the operation of NPC's Gas Station. Calibration Certificates shall be submitted by the Supplier to NPC prior to commencement of the contract period and every six (6) months thereafter.
- 2.3 Supplier shall conduct fuel tank/s dewatering both for diesel and gasoline tanks during contract implementation or on the date as scheduled by NPC;
- 2.4 Supplier shall be responsible for the implementation of safety rules, practices and regulations during delivery and transferring of fuel to NPC-HO

Gas Station. Any untoward incidents resulting to injury or damage to people and property due to unsafe practices shall be for the account of the Supplier;

- 2.5 Supplier shall warrant that its fuel tank truck including all its tools/equipment used for delivering fuel products to NPC-HO Gas Station has undergone the required pre-qualification process and regular safety inspections and maintenance to meet all the safety requirements of codes and standards in the Philippines;
- 2.6 Supplier shall be responsible for all accidents attributable to the Supplier's tools/equipment failures and/or workers fault. Any damages including loss of revenue shall be for the account of the Supplier. Supplier shall indemnify and hold NPC free and harmless from any claims, demands, actions or proceedings of third persons in connection therewith;
- 2.7 The Supplier/Contractor shall accept full responsibility for the conformance of his work to the specifications, documentation, reports, and compliance with the applicable codes and standards and the requirements of this Specification; and
- 2.8 Supplier shall clean-up work areas after completion of fuel requirements transfer from hauling fuel tank to NPC-HO Gas Station.

TS-3.0 CONTRACT PERIOD AND LOCATION

The contract period shall be **TWELVE (12) MONTHS** reckoned from January 2023 to December 2023. However, should there still be an available volume left after the contract period, said contract period shall be extended at the option of NPC until the full amount is consumed. The contract extension shall not exceed a period of six (6) months after the end of the contract period. The contract price and contract quantity shall be guided by the provision of TS-6.0.

The delivery site for the fuel requirements of NPC-HO shall be at NPC Gas Station, Head Office, Diliman, Quezon City.

Delivery shall be on per order basis. The Supplier shall effect delivery within two (2) working days after receipt of the emailed copy of the Advice to Deliver (ATD) / Request for Fuel Delivery duly confirmed and noted as officially received by the Supplier.

TS-4.0 TECHNICAL REQUIREMENTS

TS-4.1 Fuel Specifications

Fuel to be supplied & delivered by the Supplier shall be in conformance to the following specifications:

ITEM	FUEL DESCRIPTION	PARAMETERS
1	BIODIESEL FUEL- (Composed of 98% diesel and 2% CME) for diesel engines that conforms to the quality standards prescribed under	Biodiesel Fuel – See Technical Data Sheet Attachment “A” (Item 1)

	<p>RA No. 8749 "The Clean Air Act of 1999" and RA No. 9367 "The Biofuels Act of 2006". The biodiesel must be EURO 4 compliant as required by PNS / DOE QS 004:2017 for Automotive Diesel Oil.</p>	
2	<p>E-10 GASOLINE FUEL - (Composed of 90% unleaded gasoline and 10% ethanol) Premium Gasoline RON 95 for gasoline engines that conforms to the quality standards prescribed under RA No. 8749 "The Clean Air Act of 1999" and RA No. 9367 "The Biofuels Act of 2006". The gasoline must be EURO 4 compliant as required by PNS / DOE QS 008:2018 for E-Gasoline (Premium).</p>	<p>E-10 Gasoline Fuel – see Technical Data Sheets Attachment "B" (Item 2)</p>

NOTES:

1. Supplier shall furnish NPC the Product Quality Certification (PQC) for each and every fuel (diesel & gasoline) delivery.
2. Supplier shall also ensure compliance of its fuel deliveries to the requirements of R.A. # 8749 "The Philippine Clean Air Act of 1999" and R. A. # 9367 "The Biofuels Act of 2006". The fuel requirements (gasoline & biodiesel) must be EURO 4 compliant as required by the Department of Energy (DOE) and Philippine National Standards (PNS) – PNS/DOE QS 004:2017 for Automotive Diesel Oil and PNS/DOE QS 008:2018 for E-Gasoline (Premium); and other environmental laws that may be imposed by the Philippine Government within the compliance period allowed to NPC.
3. Deliveries which shall not be in conformance with the technical specifications shall be rejected. Rejection of fuel deliveries for two (2) consecutive times or failure to deliver an order within two (2) months shall be considered a default and shall be ground for the termination of the Contract with appropriate penalties as provided in the bid documents.
4. Tank truck compartments and valves shall be properly sealed. In case the tank truck compartments and valves are not sealed or inappropriately sealed, the fuel delivery shall be rejected. Likewise, NPC has the right to reject fuel delivery if any of the tank truck compartment(s) was found to have defective gauge marker(s) or contains free water, or is contaminated with water, more than one percent (1%) by volume.
5. In case of fuel importation by the Supplier, it is understood that the Supplier, as the importer of fuel supply, has already considered all cost in its bid. As such, all related importation documents shall be the responsibility of the Supplier. In no case shall the Supplier use the name of NPC in any of its fuel importation activities under the contract.

6. NPC reserves the right to pre-terminate the contract for any cause whatsoever. NPC shall issue a notice to the Supplier at least thirty (30) days prior to the date of termination.

TS-5.0 FUEL DELIVERY REQUIREMENTS

Delivery shall be on staggered basis with an estimated volume of 14,000 liters (per delivery). The Supplier shall effect delivery within two (2) working days after receipt of the emailed copy of the Advice to Deliver (ATD) / Request for Fuel Delivery duly confirmed and noted as officially received by the Supplier.

Within twenty-four (24) hours upon receipt of notice from NPC, the Supplier shall confirm acceptance of delivery schedule as requested by NPC. However, if the Supplier is unable to meet NPC's request, he can propose alternative schedule provided it is within the delivery window requirement of the NPC.

Supplier shall be responsible in maintaining the continuous supply and delivery of the confirmed order of the NPC's fuel requirements. In the event that the Supplier fails to deliver all or portion of the confirmed delivery order within the due dates, NPC has the option to procure fuel requirements from other sources. Supplier shall reimburse NPC the reasonable and documented cost incurred by the NPC over and above what it normally pays to the Supplier.

TS-6.0 ACTUAL PRICE AND PAYMENT

The amount to be paid by the NPC for the actual fuel delivered and duly received by the NPC shall be based on the Wholesale Price (WP) Index less discounts offered, if any, plus or minus the weekly price adjustments duly posted by the Oil Industry Management Bureau (OIMB) of DOE in its Price Watch / Price Adjustments / Fuel Page in DOE's Website plus the delivery cost charge at the date of actual delivery shall prevail.

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

Delivered Price for Biodiesel and Gasoline Fuel:

$$\text{Delivered Price} = \text{Bid Price} - \text{Discount} \pm \text{DOE weekly price adjustment for Diesel / Gasoline} + \text{Delivery Cost}$$

Where:

Delivered Price	=	Applicable Price of particular fuel at Project Site at date of completion of delivery up to four (4) decimal places, Peso/Liter.
Bid Price	=	refers to bid offer (inclusive of Marking Fee, Excise Tax and E-VAT) of prospective supplier less discount/s given, up to four (4) decimal places, Peso/Liter.
	=	Bid – Discount
Discount	=	Total reduction given by the supplier, up to four (4)

		decimal places, Peso/Liter.
Delivery Cost	=	Bid offer for the cost of freight (inclusive of 12% EVAT) by the Supplier from the source to the Project Site, i.e. refinery to Project Site for deliveries ex-refinery, or oil terminal/depot to Project Site for deliveries ex-terminal/depot, up to four (4) decimal places, Peso/Liter.
Fuel Marking Fee	=	Refers to the fee paid for fuel marking services pursuant to DOF/BIR/BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020.
Excise Tax	=	Tax to be collected pursuant to R.A. 10963 – TRAIN LAW and BIR Revenue Regulations No. 2-2018 in the amount prescribed under said Law and Regulation.
EVAT	=	Expanded Value Added Tax as provided in R.A. 9337, amending the National Internal Revenue Code of 1997 as amended and BIR Revenue Regulations No. 16-2005, up to four (4) decimal places, Peso/Liter. The current rate of EVAT is twelve percent (12%).

During the implementation of the contract, the bid, discount and the delivery cost stated in the contract shall be fixed for Biodiesel and Gasoline (RON 95). The Invoice for each fuel delivery shall reflect the twelve percent (12%) E-VAT for both the products (biodiesel or gasoline fuel) and the delivery costs. In case of fuel importation by the Supplier, it is understood that the Supplier, as the importer of fuel supply, has already considered all cost in its bid. As such, all related importation documents shall be the responsibility of the Supplier. In no case shall the Supplier use the name of NPC in any of its fuel importation activities under the contract.

In case of any fuel price adjustment(s), an increase or decrease in fuel price between the effective dates as published in the Price Watch Oil Monitor, the limit that will be applied shall be secured from the Oil Industry Management Bureau (OIMB) of the Department of Energy.

Payment shall be made on a per delivery basis payable within thirty (30) calendar days from receipt of complete required supporting documents.

NPC shall make, after every order, an accounting of the amount actually payable to the Supplier. This will determine the allowable unit/volume that may still be ordered from the remaining amount allotted for each oil product 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 the said requirements were not fully delivered in the units/volume contemplated, no further order and payments shall be made.

TS-7.0 TESTING AND ACCEPTANCE CRITERIA**TS-7.1 General**

The Supplier shall perform at his own expense all tests required to ensure adequacy of the fuel requirement and conformance of the supplied fuel delivery to the requirements of the specifications and standards.

The delivered fuel shall be subjected to laboratory test by the fuel Supplier. Certified test reports/results of the conducted fuel test shall be submitted to NPC for evaluation and acceptance.

Necessary inspections at the place of delivery shall also be conducted for verification/confirmation of the actual quantity (volume) of fuel delivered.

A record shall be prepared carefully noting all eventual fuel shortages signed by the Supplier and concurred by NPC. Any fuel shortages noted shall be replaced by the Supplier at his own cost. Contractor shall also ensure the timely delivery of such replacement without affecting the agreed overall contract implementation schedule.

Acceptance Certificate shall be issued only upon completion of the required fuel tests and verification of the quantity of fuel delivered are satisfactorily conducted and results are acceptable to NPC.

TS-7.2 Random Fuel Quality Test

Fuel deliveries shall be subject to random quality test to ensure that the fuel delivered at the NPC-HO Gasoline Station is free from contamination and within the required quality specifications. The random test shall be done during the contract period. The fuel samples shall be taken from the Supplier's tank truck to be witnessed and concurred by the tank truck driver and NPC-HO Gas Station representative. The taking of samples shall be conducted pursuant to Clause 7.3 – Sampling of Fuel Delivery. The samples shall be checked for contamination and analyzed by an independent Third Party laboratory acceptable to Supplier and NPC, or at the Supplier's laboratory to be witnessed by an NPC representative. If the results of the above laboratory tests show that the fuel is within the required Fuel Specifications (Technical Data Sheets "A" and "B"), testing cost shall be for the account of NPC. Otherwise, said costs shall be shouldered by the Supplier.

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

TS-7.3 Sampling of Fuel Delivery

Fuel samples shall be taken from the Supplier's tank truck for the random fuel quality test. Prior to receipt of delivery, NPC-HO Gas Station representative shall take samples and composite them into three (3) parts of 1 liter capacity each. The three (3) composite samples shall be distributed to NPC, Supplier and NPC-HO Gas Station for safekeeping in case of umpiring.

TS-8.0 DOCUMENTS TO BE SUBMITTED

- a) To be submitted with the bid/proposal for evaluation:
 - a.1 Completely filled-out Technical Data Sheet.
- b) To be submitted upon fuel delivery:
 - b.1 Product Quality Certificate (PQC);
 - b.2 T/T Calibration Certificate for every delivery;
 - b.3 BIR Withdrawal Certificate.

TS-9.0 Liquidated Damages

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 the 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 or terminate the Contract without prejudice to other courses of action and remedies open to it.

TS-10.0 Termination for Default

- 10.1 The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price.
- 10.2 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 ten percent (10%) of the contract price, for a period of not less than 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
- 10.3 The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.

- 10.4 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **TS-9 to 13**, 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.
- 10.5 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-11.0 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-12.0 Termination for Convenience

- 12.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 12.2 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.
- 12.3 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-13.0 Termination for Unlawful Acts

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

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 4;
- (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-14.0 AMENDMENT TO ORDER / CONTRACT

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

However, in case of emergency, such as impending fuel run-out inventory and other reasonable causes, NPC may convert the volumes of the different type of fuel (Biodiesel and E-10 Gasoline) through an Amendment to Order pursuant to Annex "D" – Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials of the Revised IRR of R.A. 9184. The delivered price of fuel for the conversion of volumes shall be based on the contract amount.

SECTION VI

**TECHNICAL
SPECIFICATIONS**

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

Section VI - Technical Specifications

Part II - Technical Data Sheets

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Name of Firm

Name & Signature of Representative

Designation

PART II – TECHNICAL DATA SHEETS

**TWELVE (12) MONTHS SUPPLY & DELIVERY OF FUEL REQUIREMENTS FOR
NPC-HO 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 diesel & gasoline fuel 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
1.1	BIODIESEL FUEL	REFER TO ATTACHMENT "A"	
1.2	E-10 GASOLINE FUEL	REFER TO ATTACHMENT "B"	

Name of Firm

Name & Signature of Representative

Designation

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

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

TWELVE (12) MONTHS SUPPLY AND DELIVERY OF FUEL REQUIREMENTS FOR NPC-HO FOR CY 2023

ITEM NO.	DESCRIPTION	QTY.	UNIT	SOURCE	BID PRICE				TOTAL BID PRICE Php/Liter	DISCOUNT Php/Liter	DELIVERY COST Php/Liter	DELIVERED PRICE (Php/Liter)	TOTAL CONTRACT PRICE (Php)
					BID Php/Liter	FUEL MARKING FEE	EXCISE TAX	12% E-VAT					
A	B	C	D	E	F	G	H	I	J = F+G+H+I	K	L	M = (J-K)+L	N = M x C
1	Supply and Delivery of the following fuel requirements for NPC-HO for CY 2023 BIO-DIESEL FUEL	112,926	LITERS			0.06146	6.0000						
2	E-10 GASOLINE FUEL	46,567	LITERS			0.06146	6.0000						
TOTAL												Php _____ (Figures)	
(Amount in Words)													

NOTES (Letters refer to the Column Above):

- E - Bidders shall indicate the location of the source of fuel, i.e. Ex-Refinery, Ex-Terminal, Ex-Depot or Ex-EPZA
 - F - Bid as submitted by the bidder, up to four (4) decimal places, Pesos/Liter.
 - G - refers to the fee paid for fuel marking services pursuant to DOF/BIR/BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020
 - H - tax to be collected pursuant to R.A. 10963 - TRAIN Law and BIR Revenue Regulation No. 2-2018
 - I - Expanded Value Added Tax as provided in R.A. 9337, amending the National Internal Revenue Code of 1997 as amended and BIR Revenue Regulation No. 16-2005, up to four (4) decimal places, Peso/liter. The current rate of E-VAT is twelve percent (12%).
 - J - Bid (inclusive of Fuel Marking Fee, Excise Tax and 12% E-VAT) as submitted by the bidder, up to four (4) decimal places, Pesos/Liter.
 - K - total reductions / discounts given by the supplier, up to four (4) decimal places, Pesos/Liter
 - L - Bid offer for the cost of freight (including 12% E-VAT) by the Bidder from the source to the Project Site, i.e. refinery to Project Site for deliveries ex-refinery, or oil terminal/depot to Project Site for deliveries ex-terminal/depot, up to four (4) decimal places, Pesos/Liter.
 - M - Delivered Price = [Bid Price (including Fuel Marking Fee, Excise Tax & EVAT) - Discount] + Delivery Cost (Round off to four (4) decimal places)
 - N - TOTAL CONTRACT PRICE, Pesos = Delivered Price x Quantity (Round off to zero (0) decimal places)
- The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) for the particular fuel. Otherwise, the bid shall be disqualified outright.
- The Bidder is required to submit bids for both Biodiesel Fuel and E-10 Gasoline Fuel, Submission of only one (1) bid to either type of fuel, or an incomplete bid, shall be non-complying and disqualified.
- The fuel requirements of NPC shall be delivered by Tank Truck at NPC Gasoline Station, NPC Head Office, BIR Road, Diliman, Quezon City.

Name of Bidder : _____

Signature of Bidder : _____

SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

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Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders

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

1. ELIGIBILITY DOCUMENTS

a. (CLASS A)

➤ Any of the following:

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

OR:

- The following updated and valid Class “A” eligibility documents enumerated under “Annex A” of the Platinum Membership:
 - Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
 - Mayor’s/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the Revised IRR of RA 9184.
 - The prospective bidder’s audited financial statements, showing, among others, the prospective bidder’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
 - Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR or as stated under GPPB NPM-039-2014, for Non-Resident Foreign Corporation (NRFC) and Non-resident Alien Not Engaged in Trade or Business (NRANETB), a Delinquency Verification Certificate may be submitted as a form of Tax Clearance;

OR:

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

(The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process. It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.)

Standard Form No: NPCSF-GOODS-01

- Duly signed computation of its Net Financial Contracting Capacity (NFCC) at least equal to the ABC (NPCSF-GOODS-04) or a Committed Line of Credit (CLC) at least equal to ten percent (10%) of the ABC, issued by a Universal or Commercial Bank; If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.
- b. (CLASS B)**
- For Joint Venture (if applicable), any of the following:
 - Valid Joint Venture Agreement (NPCSF-GOODS-05)
OR
 - Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract
- Certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product (*For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos*)

2. Technical Documents

- 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);
- Data and Information to be submitted with the Proposal as specified in Clause TS-8.0(a) of Section VI - Technical Specifications;
- Complete eligibility documents of the proposed subcontractor, if any

Standard Form No: NPCSF-GOODS-01

B. THE 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 Requirements (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.(j) 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) _____ SIGNATURE(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
TWELVE (12) MONTHS SUPPLY AND DELIVERY OF FUEL REQUIREMENTS FOR
NPC – HO
PR No. HO-WIT22-010

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 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;
 - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*; and
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 **TWELVE (12) MONTHS SUPPLY AND DELIVERY OF FUEL REQUIREMENTS FOR NPC – HO FOR CY 2023 (PR NO. HO-WIT22-010)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]*_____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

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

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

[name and signature of authorized signatory]

[in the capacity of]

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

Bank Guarantee Form for Advance Payment

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

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CERTIFICATION AS A DOMESTIC BIDDER

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

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

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

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

Name

Position

Department of Trade & Industry

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