



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

BID DOCUMENTS

Name of Project: SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF WATER PURIFICATION SYSTEM FOR CUYO DPP

Project Location : Cuyo, Palawan

Specification No.: LuzP24Z1680Se

Contents :

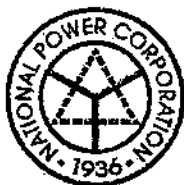
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Design and Development Department



SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2024-0548

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2024 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-CUY24-027 / PB240829-JD00375 Supply, Delivery, Installation, Test and Commissioning of Water Purification System for Cuyo DPP	Supply, Delivery and Installation of Water Purification System or Water Treatment System for Domestic and Industrial Applications	15 August 2024 9:30 A.M.	29 August 2024 9:30 A.M.	₱ 1,272,000.00 / ₱ 5,000.00

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-CUY24-027	Ninety (90) Calendar Days	Ten (10) 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.

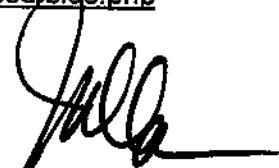
4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
5. A complete set of Bidding Documents may be acquired by 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 a Pre-Bid Conference on the date, time and venue stated above. Interested bidder/s is/are allowed to join and participate in the Pre-Bid Conference at the Kañao Room or virtually. However, those attending virtually shall assume the risk of any internet connectivity issues. Further, interested bidders are hereby informed of the following:

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate
 - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
 - 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 in the 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**
Gabriel Y. Itchon Building
Senator Miriam P. Defensor-Santiago Ave. (formerly BIR Road)
Cor. Quezon Ave., Diliman, Quezon City, 1100
Tel Nos.: Tel Nos.: 8921-3541 local 5564/5713
Email: bcscsd@napocor.gov.ph /

12. You may visit the following websites:

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



ATTY. MELCHOR P. RIDULME
Sr. Vice President & COO and
Chairman, Bids and Awards Committee

SECTION II

INSTRUCTION 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 **SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF WATER PURIFICATION SYSTEM FOR CUYO DPP**, with identification number **LuzP24Z1680Se**.

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 2024 in the amount of **₱ 2,113,000.00**.

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

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

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

6. Origin of Goods

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

7. Subcontracts

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

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

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Ten (10) Years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC) (NPCSF-GOODS-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02) shall comply with the documentary requirements specified in the **BDS**.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

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

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

15. Sealing and Marking of Bids

Each Bidder shall submit Two (2) copies of the first and second components of its Bid, marked **Original** and photocopy. Only the original copy will be read and considered for the bid.

Any misplaced document outside of the **Original** copy will not be considered. The photocopy is ONLY FOR REFERENCE.

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 to the given website 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.

Bidders must also comply with the Disclaimer and Data Privacy Notice specified in the **BDS**.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded to one (1) Bidder in one complete contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

SECTION III

BID DATA SHEET



SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to supply, delivery and installation of water purification system or water treatment system for domestic and industrial applications.</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>
10.1	<p>The prospective bidder shall submit a valid and updated Certificate of PhilGEPS Registration under Platinum Membership (all pages including the Annex A of the said Certificate). Non-compliance shall be a ground for disqualification.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes.</p>

10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Bid Opening/Proposal as specified in Clause TS-12.0(a) of Section VI - Technical Specifications; <p>Manufacturer's brochures, manuals and other supporting documents of equipment, materials, hardware and tools proposed by the bidders must comply with the technical specifications of such equipment, materials, hardware and tools. It shall be a ground for disqualification if the submitted brochures, manuals and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process.</p> <p>Equipment, materials, hardware and tools proposed by the winning bidder to be supplied, which were evaluated to be complying with the technical specifications, shall not be replaced and must be the same items to be delivered/installed/used during the contract implementation. Any proposed changes/replacement of said items may be allowed on meritorious reasons subject to validation and prior approval by NPC.</p> <ol style="list-style-type: none"> 2. Complete eligibility documents of the proposed sub-contractor, if any
12	<p>The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>Bidders shall fill-out Section VII (Schedule of Requirements/Bid Price Schedule) in the following manner:</p> <p>For items sourced from abroad, the Bidder shall only fill up the required data under the columns E (currency shall be in US Dollar), F, G and H for the "Unit Price of Goods and Services to be Supplied from Abroad" and indicate zero (0) or dash (-) under the columns I, J & K for the "Unit Price of Goods and Related Services to be Supplied from Within the Philippines".</p> <p>In the same manner, for items sourced locally, the Bidder shall only fill up the required data under the columns I, J & K for the "Unit Price of Goods and Related Services to be Supplied from Within the Philippines" and indicate zero (0) or dash (-) under the columns E, F, G and H for the "Unit Price of Goods and Services to be Supplied from Abroad".</p> <p>Filling up of prices for both goods and services (abroad and local portion) for the same pay item shall not allowed and will be disqualified.</p> <p>The total price for the foreign sourced or the locally sourced item (whichever is the case) multiplied by the quantity shall then be indicated in column L or M respectively. For foreign sourced items with Peso portions, both the foreign portion (Column L) and Peso portion (Column M) shall be indicated in the total price.</p> <p>It is further reiterated, that where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or dash (-) for the said item would mean that it is being offered for free</p>

	to the Government, except those required by law or regulations to be provided for.
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 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>
15.0	<p>All bid submissions and related correspondences are confidential and for viewing only by the intended recipient/s. Any unauthorized access to review, reproduce, or disseminate the information contained therein is strictly prohibited. The National Power Corporation (NAPOCOR) does not guarantee the security of any information electronically transmitted.</p> <p>Bid submissions and related correspondences may contain personal and sensitive personal information, and are subject to the Data Privacy Act of 2012, its implementing rules, regulations and issuances of the National Privacy Commission of the Philippines ("Privacy Laws"). By viewing, using, storing, sharing and disposing (collectively "Processing"), such bids submissions and correspondences, you agree to comply with the Privacy Laws. By responding to correspondence, you consent to the Processing by NAPOCOR of the Personal Data contained in your submission/reply in accordance with NAPOCOR's Personal Data Privacy Policy which you can find at http://www.napocor.gov.ph.</p> <p>To report any privacy issue, contact the Data Privacy Officer at dpo@napocor.gov.ph.</p> <p>NAPOCOR is not liable for the proper and complete transmission of the information contained in bid submission/correspondences nor for any delay in its receipt.</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	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.

20.1	<p>Additional documents to be submitted during Post-Qualification:</p> <ul style="list-style-type: none">a. Class A – Eligibility Documents listed on the Annex A of Certificate of PhilGEPs Registration under Platinum Membership pursuant to Section 34.3 of the Revised IRR of R.A. 9184b. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02);c. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02;d. Contract/Purchase Order for the contract stated in the Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03)
20.2	The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
21.2	Notice to Proceed.

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV

GENERAL CONDITIONS OF CONTRACT

SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

SECTION V

SPECIAL CONDITIONS OF CONTRACT

SECTION V – SPECIAL CONDITIONS OF CONTRACT

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

- (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 - SPUG or duly authorized representative.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VII - Schedule of Requirements:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

- f. Additional requirements specified in Section VI – Technical Specifications, if any.

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

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested

The spare parts and other components required are listed in **Section VI (Technical Specifications)** and **Section VII (Schedule of Requirements/Bid Price Schedule)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for the period specified in the Technical Specifications.

Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property 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	<p>Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from effectivity of the contract and upon the submission to and acceptance by the Procuring Entity of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.</p> <p>All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.</p> <p>The terms of payment shall be as follows:</p> <p>1) For Supply and Delivery Contracts:</p> <p>(a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.</p> <p>(b) On Delivery: Eighty percent (80%) of the Contract Price of the delivered Goods shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.</p> <p>(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price of the delivered Goods shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, if required, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents.</p> <p>2) For Supply, Delivery, Installation, Test and Commissioning Contracts:</p> <p>(a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or</p>
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	<p>Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.</p> <p>(b) On Delivery: Eighty percent (80%) of the price of the delivered Goods, excluding price for installation, test and commissioning shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.</p> <p>(c) On Acceptance: The remaining twenty percent (20%) of the price of the delivered Goods plus price for installation, test and commissioning shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents.</p> <p>3) For Supply, Delivery, Installation, Test and Commissioning Contracts where Installation, Test and Commissioning prices are included in the supply price:</p> <p>(a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.</p> <p>(b) On Delivery: Sixty percent (60%) of the price of the delivered Goods shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.</p> <p>(c) On Acceptance: The remaining forty percent (40%) of the price of the delivered Goods shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's</p>
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	<p>authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents</p>
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: <p>"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."</p> 2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: <ol style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.
4	<p>The inspections and tests that will be conducted are specified in the Technical Specifications.</p>

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.
	<p>CORRECTION OF PUNCHLIST ITEMS:</p> <p>After to the conduct of Test and Commissioning/Joint Final Inspection or upon the advice by the NPC, the Contractor/Supplier must correct any remaining works and work deficiencies identified in the punchlist issued for the project within one (1) month considering the approved remaining contract time.</p> <p>Failure to comply with this provision shall be grounds for non-issuance of Certificate of Satisfactory Performance which is a requirement for future bidding with the NPC. This, however, shall not preclude NPC's claim for liquidated damages, imposition of any other penalties and/or filing of blacklisting actions in accordance with the blacklisting guidelines issued by the Government Procurement Policy Board (GPPB).</p>

SECTION VI

TECHNICAL

SPECIFICATIONS

(PART I – TECHNICAL

SPECIFICATIONS)

SECTION VI – TECHNICAL SPECIFICATIONS**PART I – TECHNICAL SPECIFICATIONS****TABLE OF CONTENTS**

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SECTION VI – TECHNICAL SPECIFICATIONS

PART I – TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

This specification covers the technical and associated requirements for furnishing of all labor, materials, and tools for the Supply, Delivery, Installation, Test and Commissioning of Water Purification System (WPS) for Cuyo DPP (CDPP) in Palawan.

All materials and equipment to be supplied by the Supplier under this Contract shall be new and unused, free from defects and imperfections and best suited for the purpose intended.

All equipment, materials, parts and testing of all works under this contract shall be in strict accordance with the latest edition of all applicable codes and standards, national and local laws, codes and regulations, statutes and ordinances.

Brochures, catalogs and other related technical data materials, components/accessories and assemblies to be supplied by the Supplier under this contract shall be submitted by the Supplier for NPC's review and approval prior to procurement/fabrication.

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

The work shall include all materials, components/accessories, assemblies and every work and service although not specifically detailed herein but are required to fully complete and placing ready for the safe and reliable operation of the WPS.

All necessary corrections and deviations from the requirement of this specification or drawings and all errors in or resulting from the workmanship of the Supplier including all costs, expenses and other damages resulting from any such deviations or errors will be solely for the account of the Supplier.

The Supplier shall submit equipment specifications, layout drawings and all other detailed drawings deemed necessary, subject to the approval of NPC.

TS-2.0 SCOPE OF WORKS

It is not the intent of this specification to specify all technical requirements or to set forth those requirements covered by applicable codes and standards. The Supplier shall furnish high quality work, materials and equipment meeting the requirements of this specification and industry standards.

The Supplier shall also be responsible to assess and determine all and every work and service although not specifically detailed but are deemed required to fully complete the work and smooth execution of the project. Relative costs of any additional works or materials which the Supplier deemed required or necessary to complete the works shall be included in the bid proposal.

The Contractor shall conduct actual inspection at site and thoroughly investigate and familiarize himself with all the conditions at site, make assessment on the physical conditions and configurations of the existing facilities, determine the required quantity of materials and accessories to be supplied/utilized during the project execution, determine possible sources of materials, components/accessories and assemblies to be supplied/utilized, and verify the actual scope of works and relative costs. Any and/or all expenses arising through the lack of knowledge or understanding regarding the existing conditions of the site shall be the responsibility of the Contractor and no additional payment thereof shall be made by NPC.

The work to be done under this section shall comprise the furnishing of all labor, tools, supply of materials, components/accessories, assemblies, appurtenant materials and other incidentals including installation/erection and test of all works enumerated hereunder in accordance with the Specifications contained herein and as shown in the drawings or otherwise directed by the NPC/CDPP, which shall consist of but not limited to the following:

- a. The Supplier shall conduct site visit and coordinate with the CDPP's representative(s)/personnel to have a clear view and understanding as regards to details that may be required prior to submission of bids and implementation of works;
- b. Supply, installation, test and commissioning of one (1) complete set of skid-mounted WPS with a capacity of 1.5 m³/day which consists of centrifugal pumps, activated carbon water filtration and water softener, rapid filter, brine tank, chlorinator (pump and tank); pre-filter; reverse osmosis equipment with UV disinfection and associated auxiliaries/components; and complete set of water quality test kit (1 year use);

The WPS shall be provided with two (2) units of 2000 liters triple layer polyethylene water storage tanks for raw water and filtered water, respectively.

The system shall all be complete with instrumentation and controls, pressure/level switches, gauges, piping materials, pipe fittings, pipe supports, spare parts and other accessories including equipment's concrete foundation/pedestal/platform and appurtenant civil structures;

- c. Tapping and interconnection of the WPS to the existing deep well discharge line and DG Set make-up/drinking water distribution line, respectively;

One (1) unit of water meter shall be supplied and installed at the existing deep well pump discharge line;

- d. Painting of installed piping and equipment and/or touch-up coating for shop-painted surfaces;

- e. Conduct Training of at least four (4) NPC personnel on the operation and maintenance of the WPS;
- f. One (1) month tendering of the WPS to assist NPC personnel on the operation and maintenance of the system;
- g. Submission of three (3) sets of hard-bound Operation and Maintenance Manuals;
- h. Supply and delivery of spare parts and consumables recommended for one (1) year operation from the date of completion including those specified in this specification. Consumables that are necessary during start-up or initial filling such as filtration and softener media elements and chlorine, etc. shall be included.
- i. Submission of drawings and documents for approval prior to procurement/implementation of materials/equipment including as-built drawings upon completion of the project or prior to acceptance of the works;
- j. Hydrostatic testing of the piping system;
- k. Excavation/backfilling of trench for embedded pipe intended for interconnection/tapping of the WPS to the existing/new water distribution line;
- l. Penetrations/chipping through walls and floors for piping (as necessary);
- m. Dismantling/relocation of existing equipment/water tank affected by the project (as necessary);
- n. Restoration of all existing facility or structure that will be affected by the works;
- o. Clean-up after the completion of works; and
- p. Other works and services as specified in the relevant specifications including those that are not specifically detailed herein but are required for the safe and reliable operation of WPS.

TS-3.0 CONTRACT PERIOD AND LOCATION

The contract period shall be Ninety (90) Calendar Days reckoned from the Contract effectivity date stated in the Notice to Proceed.

The WPS's materials, components/accessories and assemblies shall be installed at the existing structure of elevated water tanks (lower/ground level) at CDDP, Palawan.

The Supplier shall be responsible for visiting the site and take particular reference to its accessibility, means of communication and transportation, and all other factors that could hamper the smooth execution of the contract.

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

TS-4.0 APPLICABLE CODES AND STANDARDS

The supply of equipment and materials shall conform to the latest specifications and provisions of the following engineering societies or other internationally accepted standards. Other standards which ensure equal or higher quality than the standards mentioned below will be accepted provided they meet the requirements of existing laws and regulations of the Government of the Republic of the Philippines.

ANSI	-	American National Standard Institute
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society of Testing Materials
AWS	-	American Welding Society
FM	-	Factory Mutual Engineering
HIS	-	Hydraulic Institute Standards
NEC	-	National Electric Code
NEMA	-	National Electrical Manufacturer's Association
OSHA	-	Occupational Safety Health Act of 1970
PEC	-	Philippine Electric Code

In the event of any conflict among the above listed codes or this Specification, Appendices and Attachments, Supplier shall refer the conflict to NPC for written resolution. In addition to the above codes and standards, Supplier shall comply with all applicable State and local laws and regulations.

TS-5.0 WATER PURIFICATION SYSTEM AND OTHER EQUIPMENT**TS-5.1 General**

The WPS shall serve as source of clean domestic water supply and cooling medium to CDPP's personnel and DG Sets, respectively.

The WPS shall be installed/located within the plant's existing elevated water tank wherein the raw water supply line of the WPS shall be tapped to the existing deep well discharge line; and the generated purified shall be distributed to DG Set cooling and for drinking purposes.

All materials and parts which are not specifically mentioned herein but are necessary for the proper assembly and operation of the equipment shall be furnished at no additional cost to NPC.

The Supplier shall submit for NPC approval arrangement drawings, detailed drawings, brochures and catalogues for pumps, tanks, electrical equipment and other pertinent data and documents of all WPS equipment and auxiliaries.

TS-5.2 Design and Construction

The WPS shall be outdoor type, skid-mounted and designed to operate automatically for 24-hour continuous operation to produce 1,500 liters/day of purified water conforming to the "**Philippine National Standards for Drinking Water (PNSDW)**" for the make-up/cooling water requirement of the DG Set and safe drinking water for the CDPP's personnel.

The WPS shall be designed for total removal of water contamination such as turbidity and heavy metals. Maximum recovery is 30 percent.

The WPS shall basically consist of raw feed water pre-filtration, purification and associated major equipment, electrical equipment and all necessary accessories as specified below.

TS-5.2.1 Water Meter and Accessories

Water meter shall be installed at the existing deep well pump discharge line.

All water meters and accessories to be supplied by the Supplier shall conform to the requirements specified in this specification.

The Supplier shall provide water meters and accessories which are suitable for the operating conditions of the systems in which they are to be used, and shall be responsible for the pressure and temperature ratings of the selected components or as specified in relevant sections of this specifications. The selected components shall meet the requirements of trouble free and safe operation under maximum load, part load and transient conditions.

The Supplier shall standardize the model/types and the sizes of the water meters. The manufacturer of the water meter shall be well known.

The diameter of water meter ends shall be the same as the diameter of the connecting pipe.

All water meters shall be at accessible location for easy maintenance and isolation to respective connections.

All water meters shall be installed above ground and provided with respective concrete pad to prevent growing of grass under the water meter as shown on the drawings.

TS-5.2.2 Pre-Filter

Duplex type pre-filter shall be supplied and installed upstream of the raw water pumps.

The filter shall have sufficient capacity to treat the type of water sources as specified and shall be sized for 110% of the required volumetric flow rate.

Filter fineness shall not be larger than 0.5 microns. The maximum pressure shall not be more than 10 bars.

The filter box shall be of stainless steel complete with stainless steel valves and drain connections.

TS-5.2.3 Water Booster Pump

Motor driven raw water pumps shall be provided for pumping raw feed water and filtered water. Each pump shall be designed with a margin of 5% in capacity.

The motor driven booster pump shall be of centrifugal and outdoor type for pumping raw water from raw feed water to the system. The pump shall be designed with a margin of 5% in capacity.

The pump motor shall be designed for continuous or intermittent operation on a 1-phase, 60 cycles, 240 V A.C. Motor shall have a 1.15 service factor within the normal operating range of pump.

Motor and pump shall be manufactured by the same manufacturer in order to assure a properly integrated design and have single responsibility to the whole unit under warranty. Motor must conform to the latest NEMA Standard.

Motor shall be provided with suitable electrical control, power cable and complete protective and control devices. The control relays of the motor starter shall be contained in the steel metal enclosures or control panel (outdoor type).

TS-5.2.4 Storage Tanks

The Supplier shall supply, deliver, install and test two (2) sets of water storage tank for storing raw feed water and filtered water. The water storage tank shall have a minimum capacity of 2,000 liters and shall be of triple layer polyethylene type. The water storage tank shall be complete with manhole inlet and outlet nozzles with valves, overflow pipe, strainer, drain nozzle with valve and level switch nozzle with plug

TS-5.2.5 Water Filtration/Purification and Its Major Equipment and Accessories

Water filtration/purification is a series of processes that utilize specific equipment designed to remove impurities, contaminants, and pollutants from water to make it suitable for drinking, industrial use, or medical applications. Processes and equipment are as follows:

a. Process**▪ Raw Feed Water Pre-filtration**

Pre-filtering of particles/debris and contaminants in the raw feed water in preparation for further purification processes such as activated carbon water filtration, water softening and reverse osmosis with chlorination.

▪ Activated Carbon Water Filtration and Water Softening with Chlorination

- Activated Carbon Water Filtration: Progressive filtration and/or removal of fine particles, volatile organic compounds, chlorine, and other contaminants/microorganisms, bad taste or odor through layers of granular activated carbon (GAC), sand/pebbles and etc.

- Water Softening with Chlorination: Mitigates the detrimental effects of hard water by diminishing the concentration of minerals primarily calcium and magnesium (causes of water hardness) by ion-exchange using layers of resins and sand/pebbles. Further, water softening prevents membranes scaling in a reverse osmosis system.

Elevated levels of said minerals in hard water caused the accumulation of scale inside the radiator pipes and the inside surfaces of cooling compartment/line of the DG Set/Engine.

Resins beads are recharge periodically with sodium or potassium ions to regenerate its efficacy in removing water hardness. Recharging/ regeneration also involve displacing or flushing out the brine solution containing a high concentration of sodium or potassium.

- Chlorination: **“Processed Soft water”** or **“conditioned water”** is injected with chlorine solutions for disinfection and/or killing of any bacteria.

- Reverse Osmosis (RO)

Water hardness can also be treated by RO but it shortens the lifespan of the RO's membranes as fouling and scale buildup in the system.

Deep well water in particular requires more extensive pre-filtration, activated carbon filtration and softening before undergoing the RO process compared to utility-treated water.

RO purifies **“Processed Soft water”** or **“Conditioned Water”** through pre-filters, semi-permeable membranes, activated carbon filters and post-filter to remove contaminants; and to produce high-quality water that is free from sediment, bad taste, chlorine, odor and other impurities.

Ultraviolet (UV) disinfection is additionally utilized to further eliminate living organisms and viruses as RO may not completely eradicate certain bacteria that could proliferate on the membrane and potentially contaminate the water supply.

The RO is supplied with chemicals/cleaning devices used for membrane cleaning, disinfection and preservation for at least 5 applications.

b. Major Equipment and Accessories

- Tanks with Head Valves for Activated Water Filtration, Softener and Rapid Filter complete with media elements such as activated carbon, resin and pebble/sand.
- Brine Tank and accessories including supply of industrial salts.
- Chlorinator complete with tank, dosing pump and accessories.

- Reverse Osmosis Purification Machine rated @ 1500 liters/day complete with instrumentation and control, high pressure pump, pre-filters/post-filters, ultraviolet (UV) disinfection, RO membrane, cleaning chemical/devices and etc.

TS-5.2.6 Electrical Equipment/Accessories

The WPS supplied shall be complete with electrical equipment, panels, power and control cables, protection and control systems and other accessories required for the safe and reliable operation of the system.

The panel shall be supplied with metering, indicators, pressures control switches and gauges or pushbuttons, indicating lamps, terminal blocks, wiring and miscellaneous devices as minimum requirements for the operator interface with the system. It shall be equipped with auxiliary and accessory devices whether or not expressly called for but are necessary for the safe and reliable operation of the WPS.

The Supplier shall bear responsibility that the control panel to be supplied has been designed and fabricated in accordance with the latest issues of the applicable codes and standards and governmental regulations. The control panel enclosure shall be of NEMA 3 Standard with anti-corrosion paint.

The control panel shall contain the operating start/stop push buttons and all the necessary operational data indications such as conductivity, temperature, operation hours, UV lamp, drinking water flow rate, operation pressure and various alarm indications.

TS-6.0 SUPPLIER/ MANUFACTURER EXPERIENCE/QUALIFICATIONS

a. Supplier

- The Supplier should have been in the business of designing, installing, and test of WPS for not less than three (3) years;
- The Supplier shall be trained by the manufacturer to calculate/design, install, test and maintain the WPS and shall be able to produce a certificate stating such on request; and
- List of previous projects on WPS should be submitted.

b. Manufacturer of WPS

- The Manufacturer should have been in the business of manufacturing the equipment for not less than five (5) years; and
- The Model/Type of WPS being offered should have been in the actual service for not less than three (3) years.

Note: Experience less than what is required will be ground for rejection of equipment being offered.

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

The Supplier shall perform at his own expense all inspection required to ensure adequacy of design, material, workmanship and conformance of the supplied system/component to the requirements of the specifications and standards.

The WPS's equipment, components, devices, and materials shall be subjected to the manufacturer's standard factory tests prior to delivery.

Certified test reports/results of all tests, inspections and measurements conducted shall be submitted to NPC for evaluation and acceptance.

Necessary inspections at the place of delivery shall also be conducted with the presence of NPC representative/s.

Upon arrival of equipment and materials at delivery site, NPC and the Supplier or their authorized representatives, shall jointly verify them following the steps below:

- a. Inspection and verification of the packing list;
- b. Visual inspection of the condition of the packing and its surfaces; and
- c. Partial opening of the crates and plastic sheet protection of equipment/component to verify the content and its physical condition and to check pilferage or damage during shipment and storage.

A record shall be prepared carefully noting all eventual shortages, defects or damages, signed by the Supplier and concurred by NPC. All shortages and damages noted shall be immediately replaced by the Supplier at his own cost and shall ensure the timely delivery of replacement without affecting the agreed overall contract implementation schedule.

After the installation of the system/equipment, the Supplier shall carry out functional and operational test to confirm that the system/equipment will operate and perform satisfactorily in accordance with the requirements of the specifications and to the satisfaction of NPC representative/s.

Acceptance tests shall be carried out according to manufacturer's instructions, latest edition of Codes, Standards and Compliance as specified in Clause TS-4.0

The Supplier shall submit five (5) copies of test procedures for NPC review and approval at least thirty (30) calendar days prior to the conduct of test at site. The test procedure shall include a step-by-step description of all tests to be performed and shall indicate the type and location of test apparatus to be employed. All tests shall be conducted in the presence of NPC. Tests shall not be conducted unless the test procedure has been approved by NPC.

All consumables required during testing shall also be borne by the Supplier.

If the supplied system/equipment/component fails to pass any test, NPC may, at his own judgment, direct the Supplier to make necessary corrections or alterations for defects or order the replacement of same as may be deemed appropriate. Any expenses due to additional tests or retests made necessary by failure of the Supplier's supplied system/equipment, i.e. failure to meet the guarantees and other requirements of the specifications, shall be borne by the Supplier.

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

- a. The visual, functional and operational tests of the entire system are satisfactorily conducted and results are acceptable to NPC; and
- b. Submission of documents as specified in Clause TS-12.0 items (b) and (c).

TS-7.2 Testing

The Supplier shall conduct site performance test in accordance with the approved procedures submitted by the Supplier.

Measuring and testing instruments, tools, equipment and devices required during the test shall be supplied by the Supplier including consumables such as filtration and softener media elements and chlorine and other incidentals used during the test and commissioning.

The Supplier shall be responsible in recording and submitting the test reports to NPC. The following are typical Site Test functions to be conducted using available raw water source but not limited to:

- a. Functional test of all supplied equipment;
- b. Test of control systems safety and operating functions;
- c. System sequential operation;
- d. Unit start-up/stop tests;
- e. Capacity Test;
- f. Potable Water Test in accordance with the parameters of PNSDW; and
- g. Water Hardness Test based on the properties below:

Acceptable Water	
Properties	Maximum Limit
Chloride (Cl)	40 mg/L
Sulfate (SO ₄)	100 mg/L
Total Hardness	170 mg/L
Total Solids	340 mg/L
Acidity	pH of 5.5 to 9.0

TS-7.3 Tests Failures

If any equipment or component fails to any test, NPC may, at his own judgment, direct the Supplier to make any necessary corrections or alterations for defects or order equipment/component replacement, as maybe deemed appropriate.

Any and all expenses due to additional tests or retests made necessary by failure of Supplier's supplied equipment/component and other requirements of the specifications shall be borne by the Supplier.

TS-8.0 SPARE PARTS

The Supplier shall supply the manufacturer's recommended spare parts for one (1) year operation of pump to be supplied including filter media which shall include the following as minimum:

- a. One (1) set of bearings for each pump and motor;
- b. One (1) set of bushings, wearing rings, packing & gaskets for each pump;
- c. One (1) lot of filter media which includes activated carbon, sand/pebbles and etc.; and
- d. One (1) lot of special tools required for the start-up, test, operation and normal maintenance of the WPS's equipment and auxiliaries supplied.

Any replacement spare parts required during the warranty period shall be supplied by the Supplier at no cost to NPC.

TS-9.0 SUBMITTAL

The Supplier shall submit for NPC evaluation and approval for the following:

- a. Catalogues or brochures for pumps and associated mechanical and electrical device technical data, outline drawings;
- b. Test procedures prior to test; and
- c. Test and inspection reports

TS-10.0 ANTI CORROSION PROTECTION AND PAINTING

Prior to application of paint, all external surfaces of pipes shall be power brushed and wiped with clean rags to remove rust, dirt, and scales.

All pipes, fittings, supports, and hangers shall be applied with suitable protective coating and the Supplier shall see to it that all surfaces are clean before application of the protective coating.

Painted surfaces of all equipment which are damaged during transport and installation shall be repaired or touched-up as necessary to prevent rusting, corrosion, etc. until the final finish painting application is made.

TS-11.0 TRAINING OF NPC PERSONNEL

The Supplier shall conduct training of at least four (4) engineers/operators/technicians of NPC in the aspect of design, operation and maintenance of the WPS including management and trouble shooting at site preferably during the period of test. The Supplier may opt to conduct the training prior to the test and at a place designated by the Supplier subject to the approval of NPC.

The Supplier shall prepare and submit a training program and schedule to NPC for approval.

The timing of the training should be such that the participants will be equipped with sufficient know-how to participate in the testing of the Plant.

During test, NPC may, upon written request of the Supplier, provide operations and maintenance personnel to assist the Supplier, without additional cost, in the performance of the test under the direction of the Supplier.

TS-12.0 DRAWINGS AND DOCUMENTS TO BE SUBMITTED

- a. Bid Opening
 - a.1 Brochures/Catalogues which contain information/data to adequately support the technical requirements;
 - a.2 Completely filled-out Technical Data Sheets (TDS); and
 - a.3 Work Plan/Bar Chart Schedule.
- b. Before/During delivery, installation and test of WPS's equipment, piping and its components accessories and assemblies.
 - b.1 Factory Test Reports/Certificates; and
 - b.2 Test Procedures and Test Reports.
- c. After completion of works.
 - c.1 "As-Built" Installation and Layout Drawings;
 - c.2 "Warranty" Certificate for one (1) year against factory defects/workmanship; and
 - c.3 Test results of water quality (for potable water and soft water).

All drawings and documents in Clause TS-12.0 item (b) and (c), including other drawings/documents specified in Clause TS-9.0 and TS-13.0 shall be submitted to the Plant Manager- CDPP for evaluation and/or approval prior to issuance of acceptance certificate.

TS-13.0 ACCEPTANCE

Prior to acceptance of the Works, the WPS shall be tested in the presence of NPC to determine whether the requirements of the specifications have been met. Any defects found that are inherent in the equipment shall be remedied at the expense of the Supplier.

TS-14.0 GUARANTEE

The Supplier shall guarantee that he will repair, and/or replace, at his own expense, equipment and machineries, against defect in design, workmanship and materials for a period of twelve (12) months after the Goods have been delivered and commissioned.

The Supplier guarantees that when the equipment and/or material are placed in operation and/or use, it will perform in the manner as set forth in the Contract.

After the lapse of the warranty period, provided that there are no defects found and/or pending repair works or services, NPC shall release the warranty certificate.

TS-15.0 MEASUREMENT OF PAYMENT

Payment shall be within sixty (60) days upon Supplier's completion of WPS, submission of invoice, service reports, and issuance of Certificate of Acceptance or Completion from the Manager - CDPP and submission of other supporting documents required by NPC.

Failure of the Supplier to submit the approved "As-Built" Drawings of WPS to NPC on the respective dates specified in Clauses TS-12.0 (c), NPC shall withhold Five percent (5%) of contract amount from payments due to the Supplier.

SECTION VI

TECHNICAL SPECIFICATIONS

PART II - TECHNICAL DATA SHEETS

PART II – TECHNICAL DATA SHEETS**MW – MECHANICAL WORKS****TABLE OF CONTENTS**

ITEMS	DESCRIPTION	PAGE
M.1.0	Potable Water and Water Softener System	VI-TDS - 1
M.2.0	Water Meter	VI-TDS - 4

PART II – TECHNICAL DATA SHEETS**MW – MECHANICAL WORKS****SUPPLY, DELIVERY INSTALLATION, TEST AND COMMISSIONING
OF WATER PURIFICATION SYSTEM FOR CUYO DPP****NOTES**

1. The Bidder shall complete this technical data sheet and submit the filled-up forms with the technical proposal. The Bidder shall use additional sheets as necessary for any other additional information following the format shown herein or by reproducing the same; and
2. The data required are technical features and characteristics of the Equipment to be provided by the bidder. Bidder's proposal shall at least be equal or superior to the requirements specified by NPC.

Name of Firm_____
Name & Signature of Representative_____
Designation

I. EQUIPMENT/COMPONENTS DATA

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
M-1.0	POTABLE WATER AND WATER SOFTENER SYSTEM		
M-1.1	Output Capacity, m ³ /day	1.5	
M-1.2	Working Pressure, bar	By Supplier	
M-1.3	Potable Water Flow Rate, m ³ /h	1.5	
M-1.4	Soft Water Flow Rate, m ³ /h	1.5	
M-1.5	Pre-Filter		
	a. Manufacturer	By Supplier	
	b. Type	Duplex	
	c. Fineness, micron	0.5	
	d. Working pressure, bar	10	
	e. Capacity	110% of the required volumetric flow rate.	
	f. Material of Construction	The filter box shall be of stainless steel complete with stainless steel valves and drain connections.	
M-1.6	Storage Tank (For Raw and Filtered Water)		
	a. Manufacturer	By Supplier	
	b. Place of Manufacture	By Supplier	
	c. Material	Polyethylene	
	d. Quantity, sets	Two (2)	
	e. Capacity, liters	2,000	
M-1.7	Booster Pump (Electric Driven)		
M-1.7.1	Pump		
	a. Manufacturer	By Supplier	
	b. Type	Centrifugal, Outdoor	
	c. Quantity, sets	By Supplier	
	d. Capacity, m ³ /h	By Supplier	
	e. Total Head, m	30	
	f. Speed, RPM	By Supplier	
	g. Power Required, hp	By Supplier	
	h. Discharge Pressure, MPa	By Supplier	
	i. Material of Construction		
	• Casing	Cast Iron	
	• Impeller	Cast Bronze	
	• Shaft	Stainless steel	
	• Shaft Sleeve	Bronze	

Name of Firm

Name & Signature of Representative

Designation

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
M-1.7.2	Motor		
	a. Manufacturer	By Supplier	
	b. Type & Protection (Outdoor)	By Supplier	
	c. Insulation Class	By Supplier	
	d. Rated Current	By Supplier	
	e. Weight, kg	By Supplier	
	f. Rotational speed, rpm	By Supplier	
	g. Cooling	Air-cooled	
	h. Motor Rating, kW	By Supplier	
	i. Voltage/Frequency/Phase, V/hz/Ø	240/60/1	
	j. Approving Authority (Driver & Pump)	UL/FM	
M-1.8	Filtration Tank		
	a. Dimension, mm	By Supplier	
	b. Material	By Supplier	
	c. Quantity, set	By Supplier	
M-1.9	Softener Tank		
	a. Dimension, mm	By Supplier	
	b. Material	By Supplier	
	c. Quantity, set	By Supplier	
M-1.10	Brine Tank		
	a. Dimension, mm	By Supplier	
	b. Material	By Supplier	
	c. Quantity, set	By Supplier	
M-1.11	Chlorine Tank		
	a. Dimension, mm	By Supplier	
	b. Material	By Supplier	
	c. Quantity, set	By Supplier	
M-1.12	Resin		
	a. Brand/Type	By Supplier	
	b. Volume	By Supplier	
M-1.13	Rapid Filter		
	a. Dimension, mm	By Supplier	
	b. Material	By Supplier	
	c. Quantity, set	By Supplier	

Name of Firm

Name & Signature of Representative

Designation

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
M-1.14	Chlorine Dosing Pump (Electric)		
	a. Type & Protection (Outdoor)	By Supplier	
	b. Quantity, set	By Supplier	
	c. Capacity, m ³ /h	By Supplier	
	d. Motor Rating, kW	By Supplier	
	e. Voltage/Frequency/Phase, V/hz/Ø	240/60/1	
	f. Material of Construction		
	g. Casing	Cast Iron	
	h. Impeller	Cast Bronze	
	i. Shaft	Stainless steel	
	j. Shaft Sleeve	Bronze	
M-1.15	Reverse Osmosis Purification Machine		
	a. Manufacturer	By Supplier	
	b. Type (Outdoor)	By Supplier	
	c. Quantity, set	By Supplier	
	d. Capacity, m ³ /day	1.5	
	e. Material of Construction	By Supplier	
	f. Voltage/Frequency/Phase, V/hz/Ø	240/60/1	
	g. Technical Features	Complete with high pressure pump, filters, ultraviolet (UV) disinfection, injection pump, RO membrane, instrumentation & controls and other accessories.	
M-1.16	Required space for the system, L x W, m	8.3 x 3.3 (maximum)	

Name of Firm

Name & Signature of Representative

Designation

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
M-2.0	WATER METER		
	a. Manufacturer	By Supplier	
	b. Place of Manufacturer	By Supplier	
	c. Model/Type	By Supplier	
	d. Quantity, pcs	1	
	e. Permanent Flow Rate, m ³ /hr	4.8	
	f. Size (End Connections)	1"	
	g. Accuracy	Conform to ISO 4064 Class B Standard	
	h. Display Range, m ³	0.1 to 9999	
	i. Operating Pressure	MAP 16	
	j. Water Temperature, °C	50 (Maximum)	
	k. Dimension	By Supplier	
	l. Installation	Horizontal	
	m. Type of Construction:	<ul style="list-style-type: none"> ▪ Uni-Directional ▪ Mechanical Transmission ▪ Flanged Type ▪ Brass Body ▪ Wet Dial ▪ Vacuum Sealed ▪ Anti-Magnetic Protection ▪ High Quality Mineral Glass Inspection Window ▪ Fitted with Rotating Lid 	

Name of Firm

Name & Signature of Representative

Designation

SECTION VII

SCHEDULE OF REQUIREMENTS

(BID PRICE SCHEDULE)

INSTRUCTIONS IN FILLING-UP OF DATA IN SECTION VII – SCHEDULE OF REQUIREMENTS

For items sourced from abroad, the Bidder shall only fill up the required data under the columns E (**currency shall be in US Dollar**), F, G and H for the **“Unit Price of Goods and Services to be Supplied from Abroad”** and indicate zero (0) or dash (-) under the columns I, J & K for the **“Unit Price of Goods and Related Services to be Supplied from Within the Philippines”**.

In the same manner, for items sourced locally, the Bidder shall only fill up the required data under the columns I, J & K for the **“Unit Price of Goods and Related Services to be Supplied from Within the Philippines”** and indicate zero (0) or dash (-) under the columns E, F, G and H for the **“Unit Price of Goods and Services to be Supplied from Abroad”**.

Filling up of prices for both goods and services (abroad and local portion) for the same pay item shall not allowed and will be disqualified.

The total price for the foreign sourced or the locally sourced item (whichever is the case) multiplied by the quantity shall then be indicated in column L or M respectively. For foreign sourced items with Peso portions, both the foreign portion (Column L) and Peso portion (Column M) shall be indicated in the total price.

It is further reiterated, that where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.

SECTION VII-SCHEDULE OF REQUIREMENTS

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SECTION VII - SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)
SUPPLY, DELIVERY, INSTALLATION TEST AND COMMISSIONING OF WATER PURIFICATION SYSTEM FOR CUYO DPP

Item No.	Description of Work or Materials	QTY.- UNIT	* C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED FROM ABROAD				UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED FROM WITHIN THE PHILIPPINES			TOTAL PRICE	
				Unit Price of Goods or Services Foreign Currency ()**	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site *** (Phil. Peso)	Unit Price of Goods or Services (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Plant to Delivery Site *** (Phil. Peso)	Forex Currency (E x C)	Local Currency Portion (Phil. Peso) ((F+G+H) x C) or ((I+J+K) x C)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
A.	Design, Supply, Delivery, Installation, Test and Commissioning of Water Purification System (WPS), outdoor type, skid-mounted, designed for continuous operation to produce purified water of not less than 1,500 liters/day from any source water, maximum recovery of 30% complete with instrumentation, control and protection system, power and control cables and other accessories for safe and reliable operation of the system including civil appurtenant/structures and all other works and services as specified in the Technical Specifications.	1 lot										
TOTAL				(Amount in Words)								

Notes: Final delivery site of all equipment/materials shall be at the plant site stated above

if there is a discrepancy on the numbers/units/sets/quantities between or among the technical provision and Schedule of Requirements (SOR), SOR shall prevail

* Bidders shall enter a code representing the Country of Origin of all imported equipment, materials and accessories

** Cost of equipment, freight, insurance, etc. up to Phil. port of entry. Refer to ITB Clause 12

*** Unit Price for Local Transportation, insurance and other local costs incidental to delivery of the goods from the Phil port of entry to final delivery site

Code	Country of Origin
US	United States

Name of Bidder

Name and Signature of Authorized Representative

Designation

SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

TABLE OF CONTENTS

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

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders

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

1. ELIGIBILITY DOCUMENTS

a. (CLASS A)

- PhilGEPs Certificate of Registration and Membership under Platinum Category (all pages) in accordance with Section 8.5.2 of the Revised IRR of RA. 9184;

Note: The failure by the prospective bidder to update its Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class "A" eligibility documents has been updated

- Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (NPCSF-GOODS-02)
- The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (NPCSF-GOODS-03) complete with the following supporting documents:

1. 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.)

- 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)*

Standard Form No: NPCSF-GOODS-01

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 Bid Opening/Proposal as specified in Clause TS-12.0(a) of Section VI - Technical Specifications;
- Complete eligibility documents of the proposed subcontractor, if any

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

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

*Standard Form No: NPCSF-GOODS-01***CONDITIONS:**

1. *Each Bidder shall submit Two (2) copies of the first and second components of its Bid, marked Original and photocopy. Only the original copy will be read and considered for the bid. Any misplaced document outside of the Original copy will not be considered. The photocopy is ONLY FOR REFERENCE. 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.(i) of the revised IRR of R.A. 9184.*

Standard Form Number: NPCSF-GOODS-02

List of All Ongoing Government and Private Contracts Including Contract Awarded But Not Yet Started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion or Contract Duration/ Date of Delivery	Value of Outstanding Works / Undelivered Portion
			Description	%		
Government						
Private						
Total Cost						

The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.

Note : This statement shall be supported with the following documents for all the contract(s) stated above which shall be submitted during Post-qualification:

1. Contract/Purchase Order and/or Notice of Award
2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date.

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

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 any of the following: Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice for the contract stated above shall be submitted during Bid Opening.

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

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT**KNOW ALL MEN BY THESE PRESENTS:**

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

- and -

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

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

NAME OF PROJECT**CONTRACT AMOUNT**

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1. _____	P. _____
2. _____	P. _____

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____

2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

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

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

PRINCIPAL _____

SURETY _____

SIGNATURE(S) _____

SIGNATURES(S) _____

NAME(S) AND TITLE(S) _____

NAME(S) _____

SEAL _____

SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF WATER
PURIFICATION SYSTEM FOR CUYO DPP
(LuzP24Z1680Se)

To: **National Power Corporation**
Gabriel Y. Itchon Building
Sen. Miriam P. Defensor-Santiago Blvd.
(formerly BIR Road) corner Quezon Avenue
Diliman, Quezon City, Philippines 1100

I/We¹, the undersigned, declare that:

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

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

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

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

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

Standard Form No: NPCSF-GOODS-07

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

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

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

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

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

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

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

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

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

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

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

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

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

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee

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

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

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

To: **THE PRESIDENT**
National Power Corporation
Gabriel Y. Itchon Building
Sen. Miriam P. Defensor-Santiago Blvd.
(formerly BIR Road) corner Quezon Avenue
Diliman, Quezon City, Philippines 1100

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF WATER PURIFICATION SYSTEM FOR CUYO DPP (LuzP24Z1680Se)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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

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

*[name and signature of authorized signatory]*_____
[in the capacity of]

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

Bank Guarantee Form for Advance Payment

To: **THE PRESIDENT**
National Power Corporation
Gabriel Y. Itchon Building
Sen. Miriam P. Defensor-Santiago Blvd.
(formerly BIR Road) corner Quezon Avenue
Diliman, Quezon City, Philippines 1100

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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

SECTION IX

BID DRAWINGS

SECTION IX - BID DRAWINGS

DRAWING NO.

TITLE

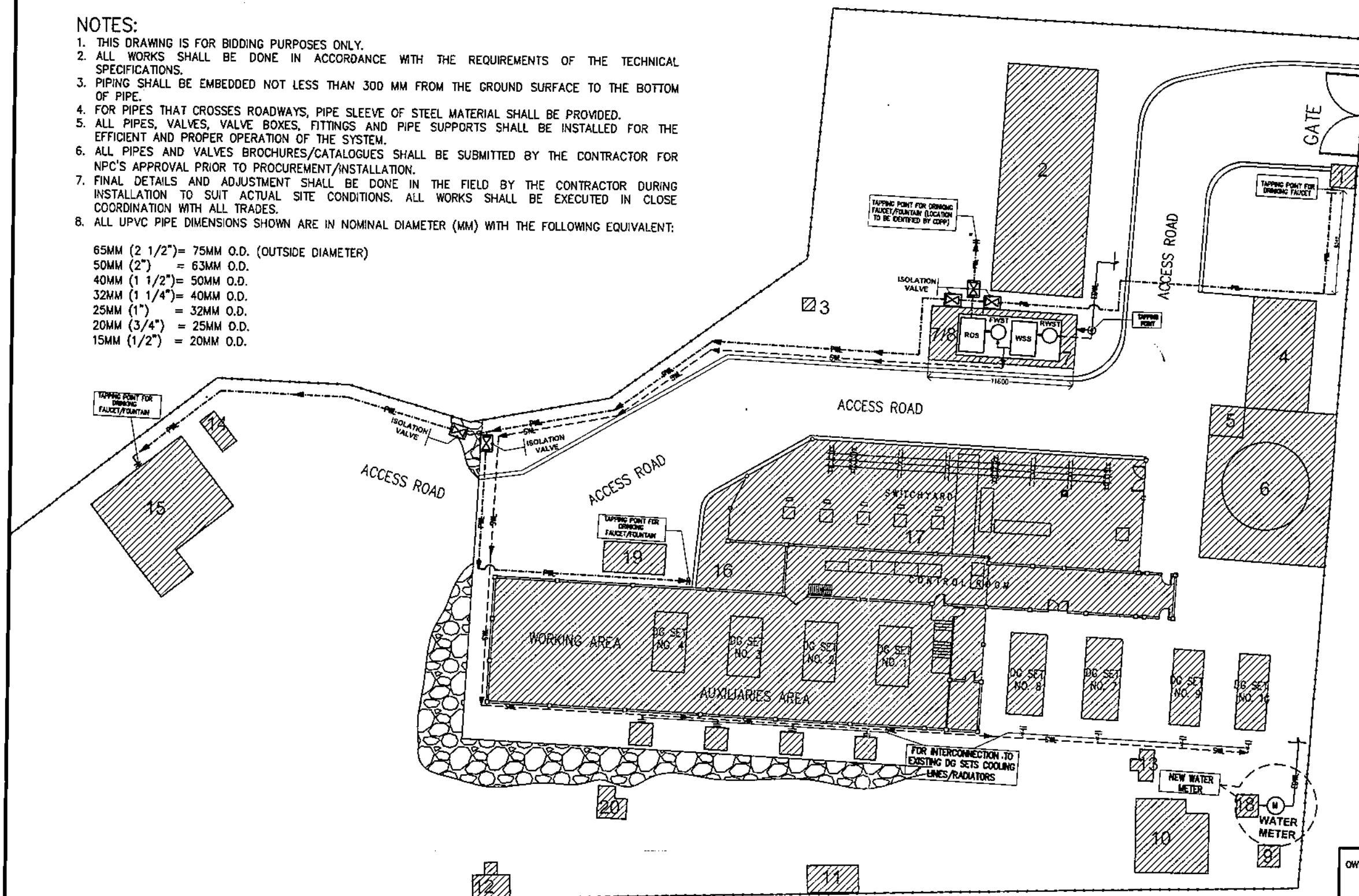
WPS-BDM-26.001

WPS LOCATION AND PIPING LAYOUT

NOTES:

1. THIS DRAWING IS FOR BIDDING PURPOSES ONLY.
2. ALL WORKS SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TECHNICAL SPECIFICATIONS.
3. PIPING SHALL BE EMBEDDED NOT LESS THAN 300 MM FROM THE GROUND SURFACE TO THE BOTTOM OF PIPE.
4. FOR PIPES THAT CROSSES ROADWAYS, PIPE SLEEVE OF STEEL MATERIAL SHALL BE PROVIDED.
5. ALL PIPES, VALVES, VALVE BOXES, FITTINGS AND PIPE SUPPORTS SHALL BE INSTALLED FOR THE EFFICIENT AND PROPER OPERATION OF THE SYSTEM.
6. ALL PIPES AND VALVES BROCHURES/CATALOGUES SHALL BE SUBMITTED BY THE CONTRACTOR FOR NPC'S APPROVAL PRIOR TO PROCUREMENT/INSTALLATION.
7. FINAL DETAILS AND ADJUSTMENT SHALL BE DONE IN THE FIELD BY THE CONTRACTOR DURING INSTALLATION TO SUIT ACTUAL SITE CONDITIONS. ALL WORKS SHALL BE EXECUTED IN CLOSE COORDINATION WITH ALL TRADES.
8. ALL UPVC PIPE DIMENSIONS SHOWN ARE IN NOMINAL DIAMETER (MM) WITH THE FOLLOWING EQUIVALENT:

65MM (2 1/2") = 75MM O.D. (OUTSIDE DIAMETER)
 50MM (2") = 63MM O.D.
 40MM (1 1/2") = 50MM O.D.
 32MM (1 1/4") = 40MM O.D.
 25MM (1") = 32MM O.D.
 20MM (3/4") = 25MM O.D.
 15MM (1/2") = 20MM O.D.



LEGEND

1	GUARDHOUSE
2	OFFICE/WAREHOUSE
3	WELL # 1
4	LUBE OIL SHED/PARKING AREA
5	FUEL PUMPHOUSE
6	FUEL STORAGE TANK
7	ELEVATED WATER TANK
8	WATER TREATMENT AREA
9	ELEVATED WATER 2 (FOR DEMOLITION)
10	COOLING TOWER
11	OIL-WATER SEPARATOR 1
12	OIL-WATER SEPARATOR 2 (NON OPERATIONAL)
13	OIL-WATER SEPARATOR 3
14	TOILET AND WASHING AREA
15	STAFF HOUSE
16	POWERHOUSE
17	480/138 KV SWITCHING
18	WELL # 2
19	WASTE OIL STORAGE TANK
20	OIL-WATER SEPARATOR 4

LEGEND:

- EXISTING FACILITIES/EQUIPMENT
- NEW FACILITIES/EQUIPMENT
- - SOFT WATER LINE (SWL)
- - PURIFIED WATER LINE (PWL)
- - EXISTING DOMESTIC WATER LINE (EDWL)
- WSS - WATER SOFTENER SYSTEM
- ROS - REVERSE OSMOSIS SYSTEM
- RWST - RAW WATER STORAGE TANK
- FWST - FILTERED WATER STORAGE TANK

OWNER: **NATIONAL POWER CORPORATION**
 GABRIEL Y. ITCHON BLDG., SEN. MIRIAM P. DEFENSOR-SANTIAGO AVENUE (FORMERLY BIR ROAD) CORNER QUEZON AVENUE, DILIMAN 1100 QUEZON CITY, PHILIPPINES

PROJECT: SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF WATER PURIFICATION SYSTEM FOR CUYO DPP

LOCATION: CUYO DPP, PALAWAN

TITLE:

WPS LOCATION AND PIPING LAYOUT

DESIGNED	BY	CHKD	DATE	SUBMITTED
				N. G. ESPAYOS
DRAWN	PRINCIPAL ENGR. / ARCHT.	RECOMMENDED	APPROVED	
		J. A. TAPEL, JR.	G. B. MAGPOC, JR.	
CIVIL/ARCHT.		Manager, MED	Manager, DDO	
ELEC.				
MECH.				

DWG. NO. WPS-BDM-26.001

SPECS. NO. LuzP24Z1680Se

SCALE: 1:350

BID DRAWING

REV. 0

REV.	DATE	NATURE OF REVISION	BY	CHKD.	RECD.	APPD.