



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

BID DOCUMENTS

Name of Project: FURNISHING OF LABOR AND MATERIALS FOR
DRY DOCKING AND REPAIR OF PB 113

Project Location : Brgy. Canwarak, Zumarraga, Samar

Specification No. : VisP22Z1406So

Contents :

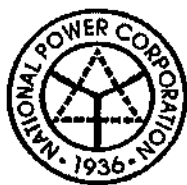
SECTION I	-	INVITATION TO BID
SECTION II	-	INSTRUCTION TO BIDDERS
SECTION III	-	BID DATA SHEETS
SECTION IV	-	GENERAL CONDITIONS OF THE CONTRACT
SECTION V	-	SPECIAL CONDITIONS OF THE CONTRACT
SECTION VI	-	TECHNICAL SPECIFICATIONS
SECTION VII	-	SCHEDULE OF REQUIREMENTS (BID PRICE SCHEDULE)
SECTION VIII	-	BIDDING FORMS

Design and Development Department



SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2023-0473

- The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2023 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
S2-B1322-014 / PB231009-NA00293 Furnishing of Labor and Materials for Dry Docking and Repair of PB 113	Dry Docking, Ship Repair and Tank Cleaning	26 September 2023 9:30 A.M.	09 October 2023 9:30 A.M.	₱ 10,000,000.00 / ₱ 10,000.00
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

- 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
S2-B1322-014	Sixty (60) Calendar Days	Ten (10) Calendar Days

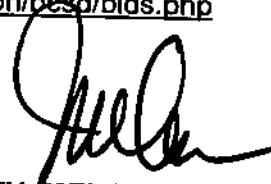
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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.

- 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.
- 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.
- The National Power Corporation will hold Pre-Bid Conference (**see table above**) and/or through video conferencing or webcasting which shall be open to prospective bidders. Only registered bidder/s shall be allowed to participate in the conduct of virtual pre-bid conference. **Unregistered bidders** may attend the Pre-Bid Conference at the Kañao Room, NPC subject to the following:

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
 - b. 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**
BIR Road cor. Quezon Avenue
Diliman, Quezon City
Tel Nos.: 8924-5211 and 8921-3541 local 5564/5211
Email: bcscd@napocor.gov.ph /
 12. You may visit the following websites:

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



ATTY. MELCHOR P. RIDULME
Vice President, Office of the Legal Counsel and
Chairman, Bids and Awards Committee

SECTION II

INSTRUCTION TO BIDDERS

SECTION II – INSTRUCTIONS TO BIDDERS**TABLE OF CONTENTS**

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1.	SCOPE OF BID	1
2.	FUNDING INFORMATION.....	1
3.	BIDDING REQUIREMENTS	1
4.	CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES.....	1
5.	ELIGIBLE BIDDERS	1
6.	ORIGIN OF GOODS	2
7.	SUBCONTRACTS	2
8.	PRE-BID CONFERENCE	2
9.	CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS	3
10.	DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS	3
11.	DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT	3
12.	BID PRICES	3
13.	BID AND PAYMENT CURRENCIES	4
14.	BID SECURITY	4
15.	SEALING AND MARKING OF BIDS	4
16.	DEADLINE FOR SUBMISSION OF BIDS	5
17.	OPENING AND PRELIMINARY EXAMINATION OF BIDS	5
18.	DOMESTIC PREFERENCE	5
19.	DETAILED EVALUATION AND COMPARISON OF BIDS.....	5
20.	POST-QUALIFICATION	6
21.	SIGNING OF THE CONTRACT	6

SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **FURNISHING OF LABOR AND MATERIALS FOR DRY DOCKING AND REPAIR OF PB 113**, with identification number **VisP22Z1406So**.

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 2022 in the amount of **₱ 10,000,000.00**.

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 years prior to the deadline for the submission and receipt of bids.

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

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

11. Documents comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

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

a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

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

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

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must

be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded 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 drydocking, ship repair and tank cleaning.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification 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. Contract/Purchase Order 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>The prospective bidders shall declare its Joint Venture partner during the purchase of bid/tender documents. Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes. Failure to do so shall be a ground for disqualification/non-acceptance of its bid.</p>

10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Bid/Proposal as specified in Clause TS-11.0(a) of Section VI - Technical Specifications <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	The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	<p>The Goods are grouped 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> <ol style="list-style-type: none"> a. 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); b. 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;

	c. Drawings and documents to be submitted during post-qualification process as specified in Section VI-Technical Specifications, if any;
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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Clause No.	Title	Page no.
1.	SCOPE OF CONTRACT	1
2.	ADVANCE PAYMENT AND TERMS OF PAYMENT	1
3.	PERFORMANCE SECURITY	1
4.	INSPECTION AND TESTS	1
5.	WARRANTY	2
6.	LIABILITY OF THE SUPPLIER	2

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, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

SECTION V

SPECIAL CONDITIONS OF CONTRACT

SECTION V – SPECIAL CONDITIONS OF CONTRACT

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

	<p>Transportation –</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
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</p>

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.

- (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 SCC provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price of the **delivered Goods** shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by 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 SCC provision on Delivery and Documents.

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

- (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.
- (b) On Delivery: Eighty percent (80%) of the price of the **delivered Goods**, excluding price for installation, test and commissioning shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
- (c) On Acceptance: The remaining twenty percent (20%) of the price of the **delivered Goods** plus price for installation, test and commissioning shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for

the respective delivery issued by 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 SCC provision on Delivery and Documents.

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

- (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.
- (b) On Delivery: Sixty percent (60%) of the price of the **delivered Goods** shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
- (c) On Acceptance: The remaining forty percent (40%) of the price of the **delivered Goods** shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by 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 SCC provision on Delivery and Documents

3.2	<ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: "To guarantee the faithful performance of the Principal's obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties." 2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required 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	The inspections and tests that will be conducted are specified in the Technical Specifications.

SECTION VI

TECHNICAL

SPECIFICATIONS

Section VI - Technical Specifications

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
TS-1.0	GENERAL	1
TS-2.0	SCOPE OF WORK.....	1
TS-3.0	STRUCTURAL WORKS (HULL, SHELL, DECK AND APPURTENANCES).....	2
TS-3.1	General Services	2
TS-3.2	Hull Works	3
	TS-3.2.1 Preservation	3
	TS-3.2.2 Hull Repair	4
TS-3.3	Superstructure (Powerhouse, Deck Rooms and Equipment Rooms)	5
	TS-3.3.1 Powerhouse	6
TS-4.0	TANK CLEANING WORKS	11
TS-4.1	General.....	11
TS-4.2	Fuel, Lube Oil, Freshwater, Ballast, Sewage and other Tanks.....	12
TS-5.0	MECHANICAL WORKS/EQUIPMENT	14
TS-6.0	OTHER SERVICES	15
TS-7.0	CONTRACT PERIOD AND LOCATION.....	15
TS-8.0	GENERAL REQUIREMENTS	16
TS-8.1	General.....	16
TS-8.2	PB 113 Technical Data	16
TS-9.0	PERFORMANCE REQUIREMENTS	16
TS-10.0	TESTING AND ACCEPTANCE CRITERIA	16
TS-11.0	DOCUMENTS TO BE SUBMITTED	17
TS-12.0	GUARANTEE.....	18
TS-13.0	MEASUREMENT OF PAYMENT	18



PART I - TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

This specification covers the technical requirements for the **furnishing of all labors, materials, equipment, tools and other incidentals for all the works for the Dry Docking and Repair of Power Barge (PB) 113.**

NPC at its own expense shall be responsible for the towing of PB 113 from its present location/point of origin at Brgy. Canwarak, Zumarraga, Samar to the Contractor's dockyard and vice versa (after the completion of all repair works).

Upon arrival of PB 113 at the Contractor's dockyard, all mooring/de-mooring and PB 113 movements using the Contractor's tugboat to secure the barge safely shall be the Contractor's responsibility.

No work shall be done without the presence of NPC representative/s.

All equipment, components and materials to be used and incorporated into PB 113 shall be new and unused. They shall be suitable for the intended purpose and shall comply with all applicable regulations, quality, and standards.

All equipment to be supplied by the Contractor shall have the same capacity with the existing equipment to be replaced subject for NPC's review and approval.

The Contractor shall accept full responsibility for his works including performance qualifications, documentation, reports, repairs, corrosion protection, shop testing, field testing, warranty provisions and compliance with the applicable codes and standards and the requirements of this Specification.

Utmost care shall be strictly observed by the Contractor during the conduct of works within the contract to avoid damage of any kind to the other existing equipment & components of the vessel.

In the event that any such damage should occur due to the carelessness, negligence or fault of the Contractor, the Contractor shall repair or replace all damaged portions at his own expense and to the satisfaction of NPC.

TS-2.0 SCOPE OF WORK

The scope of work covers the supply of all labor, materials, equipment, tools and other necessary incidentals for superstructure works required in the repair of PB 113 as enumerated hereunder:

- a. **Structural Works:** The Contractor shall provide supervision, labor, tools, materials and all necessary equipment and services for the repair of hull (side plates), superstructure (powerhouse, equipment/auxiliary rooms and main and bottom decks), appendages and other works including surface preparation and painting;



- b. **Tank Cleaning/Works:** The Contractor shall provide supervision, labor tools, materials and all necessary equipment for cleaning of Diesel Fuel Oil (DFO), Heavy Fuel Oil (HFO), Day, Lube/Dirty Oil, Freshwater, Ballast, Void Tanks, Void and Sewage Tanks including coffer dam, pump room and main deck under flooring to eliminate all combustible gases as prerequisite for dry-docking activities and prior to hot works on the barge structure.

The works includes the conduct of **Gas Free Test** for fuel and lube oil tanks including pump room and main deck's under flooring.

- c. **Mechanical/Electrical Works:** The Contractor shall provide supervision, labor, tools, materials and all necessary supply and services/repair for electrical and mechanical equipment; cropping out and replacement of damaged piping, fittings, steel supports/base/brackets, surface preparation and painting including their its hauling/transport to the designated storage area.
- d. **Other Services:** The Contractor shall also provide other related works as required on TS-6.0 to fully complete the repair of the PB for its safe and reliable operation in accordance with the intent of the tender documents/contract.

Supplied equipment/components/ devices, pipes, valves and strainer shall have same size/specification with the existing and subject to NPC's approval.

Any item or device not specifically called for in the Specifications, but is necessary to provide a complete and successfully working generating unit installation, or which may be found desirable to stabilize operation, reduce excessive noise and harmful vibration, or otherwise prevent unsatisfactory operation of the equipment, shall be furnished. All equipment, materials and devices specified herein shall be furnished and installed complete with all accessories necessary to operate and meet the service requirements of the Specifications.

TS-3.0 STRUCTURAL WORKS (HULL, SHELL, DECK AND APPURTENANCES)

TS-3.1 General Services

After the removal of PB 113 from the water, the Contractor and NPC's representative/s shall conduct a joint inspection to assess the condition of the vessel underwater body's surfaces.

The Contractor shall provide other requirements for the drydocking activities when the underwater portion works are being done consisting of but not limited to the following:

- a. Provide dock master for docking and un-docking at shipyard premises;
- b. Laydays on drydock;
- c. Wharfage and equipment used;
- d. Use of tugboat within shipyard premises;
- e. Power supply, temporary lighting including connection/interconnection;
- f. Provide fresh water supply (fill up the PB Fresh Water Tank with 20,000 li/ of fresh water) including connections;
- g. Garbage and debris disposal;

- h. Provide sides blocks for proper docking;
- i. Staging of Scaffolding
- j. Mooring and Un-mooring
- k. Ultrasonic Thickness Gauge (UTG) testing of hull plates (at least 80 points) must be conducted by the certified UTG Technician and Accredited by the member of International Association Classification Society (IACS); and
- l. Contractor shall submit to NPC five (5) copies of "As- Built" Shell Expansion Plan, checked/approved by licensed Naval Engineer; and
- m. Provide accommodation (Quarter/Bunkhouse) for 10 NPC personnel(s).

TS-3.2 Hull Works**TS-3.2.1 Preservation**

- A. The hull bottom and side shell surfaces shall be scraped and cleaned of marine growth/barnacles, flushed/washed down with fresh water from keel to deck line and then finally cleaned using sand blasting equipment. The coverage and works for Hull external surface preparation shall be as follows:

Particular	Estimated Area
a) High Pressure Washing from hull Bottom to Deck Line @ 150 bars	421.50 m ²
b) Light hose down washing with fresh of the entire hull surface area prior to second coating	421.50 m ²
c) Scraping and cleaning of marine growth/barnacles from hull bottom to water line	365.37 m ²
d) Grit Blasting of entire hull surfaces to Grade SA 2.0	421.50 m ²
e) Grit Blasting to SA 2.0 of Exposed Main Deck	103.00 m ²
f) Establish/painting of water line mark, Drafts Marks, Plimsol Marks, Barge Name and Logo	1 lot

- B. Supply and Apply Painting for the following as per painting material requirements for each area.

Particular	Estimated Area/Qty.	Painting Requirements
a) Hull Bottom to Water Line	365.37 m ²	<ul style="list-style-type: none"> - 1F/C Transozinc # 1.55 Gray primer @ 50 microns - 1F/C Masterbond # 4.67 R. Brown @ 125 microns - 1F/C Masterbond # 4.67 Gray @ 125 microns - 1F/C DRP AF SPC # 2.82 Red @ 75 microns - 1F/C DRP AF SPC # 2.82 R. Brown @ 75 microns
b) Water Line to Deck Line including Bulwark at Aft and Forward of the barge.	92.94 m ²	<ul style="list-style-type: none"> - 1F/C Masterbond # 4.67 R. Brown @ 125 microns - 1F/C Masterbond # 4.67 Gray @ 125 microns - 1F/C Epoxy Enamel Gray @ 50 microns
c) All Exposed Main Deck	107 m ²	<ul style="list-style-type: none"> - 1F/C Transozinc # 1.55 Gray primer @ 50 microns - 1F/C Masterbond # 4.67 R. Brown/Gray @ 80 microns each coat - 2F/C Epoxy Enamel (Jade Green) @ 50 microns each coat

Particular	Estimated Area/Qty.	Painting Requirements
d) Roofing	222.55 m ²	2F/C Marine Epoxy Paint Blue
e) Trusses	75 m ²	2F/C Marine Epoxy Paint, Gray
f) Exterior Walls	235 m ²	2F/C Marine Epoxy Paint, White
g) Pump Room		
▪ Walls and Ceiling	58 m ²	2F/C Marine Epoxy Paint, White
▪ Flooring	8 m ²	2F/C Marine Epoxy Paint, Dark Green
h) Control Room Walls and Ceiling	52 m ²	2F/C Marine Epoxy Paint, White
i) Auxiliary Room		
▪ Walls and Ceiling	58 m ²	2F/C Marine Epoxy Paint, White
▪ Flooring	10.5 m ²	2F/C Marine Epoxy Paint, Dark Green
j) Engine Room		
▪ Walls and Ceiling and Trusses	223.00 m ²	2F/C Marine Epoxy Paint, White & Gray for trusses
▪ Checkered plate platform	40 m ²	2F/C Marine Epoxy Paint, Dark Green
▪ Platform (angle bar 1"x1")	5 pcs	2F/C RED LEAD
k) Comfort Room Walls and Ceiling	26 m ²	2F/C Marine Epoxy Paint, White
l) Cabin/Office Room Walls and Ceiling	47.2 m ²	2F/C Marine Epoxy Paint, White
m) Hall Way		
▪ Walls and Ceiling (office side)	31 m ²	2F/C Marine Epoxy Paint, White
▪ Flooring	4 m ²	2F/C Marine Epoxy Paint, Dark Green
n) Tool Room		
▪ Walls and Ceiling	43 m ²	2F/C Marine Epoxy Paint, White
▪ Flooring	5.5 m ²	2F/C Marine Epoxy Paint, Dark Green
o) Mess Room		
▪ Walls and Ceiling	24 m ²	2F/C Marine Epoxy Paint, White
▪ Flooring	6.5 m ²	2F/C Marine Epoxy Paint, Dark Green
p) Entrance/Exit to Mess Room		
▪ Roofing and Ceiling	16.33 m ²	2F/C Marine Epoxy Paint, White
▪ Flooring	2.6 m ²	2F/C Marine Epoxy Paint, Dark Green

TS-3.2.2 Hull Repair

Remove existing damaged/thinned plates of the hull bottom, side shell plates including thinned portion of internals bulkhead and stiffeners shall be replaced with similar material or Grade A mild steel plate. Hull bottom and side shell plates required for repair are as follows:

Particulars	Requirement	Materials
a.1 Flat bottom steel plate		
➤ Steel Plating	6,000 kgs	10.0mm Grade A Mild Steel Plate
➤ Internals	1,000 kgs	8.0mm Grade A Mild Steel Plate

Particulars	Requirement	Materials
a.2 Side Shell Steel Plate		
➤ Steel Plating	1,379 kgs	9.0mm Grade A Mild Steel Plate
➤ Internals	800kgs	8.0mm Grade A Mild Steel Plate
a.3 Deck plating	700 kgs	9.0mm Grade A Mild Steel Plate
a.4 Incidental Works		
➤ Shop blast of new steel	269 m ²	--
➤ Shop prime of new steel	269 m ²	SD Zinc Primer
➤ Tank Air Test in way of repair	--	--
➤ Staging	--	--

Hull repair works, bottom plate and side shell plate shall require conducting a Non-destructive Testing for Butt joint/Seam welding procedure for the satisfaction of the NPC's Representative.

NPC shall also require the Contractor to submit Welders Qualification Test Certificate of Vessels Classification Society, to ensure adequacy of repair, workmanship to the requirements of the specifications and quality standards.

TS-3.2.3 Cathodic Protection Replacement Works

Replacement of Sixty-six (66) pieces of existing zinc anode (8.5kgs/pc). The back surface of anode shall be coated with three (3) coats of epoxy paint prior to installation.

TS-3.3 Superstructure (Powerhouse, Deck Rooms and Equipment Rooms)

The Contractor shall provide supervision, labor, tools, materials and all necessary equipment and services for the repair/fabrication/installation/erection of superstructure (powerhouse, equipment/auxiliary rooms and main and bottom decks), appendages and other works including surface preparation and painting;

All materials to be used for the superstructure shall be new and unused and of the best grade and quality for the purpose and shall be standard commercial products of reputable manufacturers. Supplied materials shall have same size/specification with the existing and subject to NPC's approval.

Certified mill test reports, covering all steel plate and structural shapes to be used in the work and as required by the governing codes and standards shall be furnished by the Supplier for NPC's record. Copies of each mill test report shall be submitted to the NPC prior to fabrication of materials covered.

The paints throughout the hull shall be of marine type approved. All painting works shall be executed in accordance with good marine practice and manufacturers' specifications.



TS-3.3.1 Powerhouse

Superstructures	Scope of Works
a. Powerhouse	
a.1 Roof and Walls	<ul style="list-style-type: none"> ➤ Replace with similar size and material of the entire damaged/rusty roofing & gutter. <ul style="list-style-type: none"> ▪ Durarib /Galvalum Sheet #22 x 8ft = 25 pcs ▪ Downspout (PVC 3" dia. X 10ft) = 12 pcs ▪ Gutter, 8ft long, Durarib/Galvalum = 20pcs
	<ul style="list-style-type: none"> ➤ Replace all deteriorated steel trusses and C-Purlins Estimated Steel wt.: 300kgs with the following materials: <ul style="list-style-type: none"> ▪ C – Purlins: 2.0mm x 2" x 6" ▪ C – Purlins: 2.0mm x 3" x 3" ▪ Angle Bar 8' x 3" x 3" x ¼"
	<ul style="list-style-type: none"> ➤ Replacement of damaged/rusty walls using tri-wave steel sheets (1050mm x 3050mm gauge #22) walls of powerhouse (Estimated Area: 235 m²).
	<ul style="list-style-type: none"> ➤ Repair/replacement of deteriorated portion of wall internal framing and purlins (Estimated Steel wt.: 350 kgs) with the following materials: <ul style="list-style-type: none"> ▪ Channel Bar: 3/16" x 3" x 1 ¼" ▪ C – Purlins: 2.0mm x 3" x 3" & 2.0mm x 2" x 6" ▪ Angle Bar: ¼" x 2" x 2"
a.2 Pump Room	<ul style="list-style-type: none"> ➤ Recondition/Repair of the following valves, pipes, pumps/motors and applies paint after completion. Conduct leak testing to all valves and pipes after completion to witness by NPC representative. <ul style="list-style-type: none"> ▪ Ballast System <ul style="list-style-type: none"> - Gate Valve (Cast Steel body) 3" Ø DN 80: 13 units - Centrifugal Pump/motor 5.5hp; 220V single phase: 2 units - 3"Ø sch. 80 B.I Pipe, 3"Ø Flanges & 3"Ø Elbows: 60.0 m ▪ Fuel System <ul style="list-style-type: none"> - Gate Valve (Cast Steel body) 3" Ø DN 80: 3 units - Gate Valve (Cast Steel body) 1½" Ø: 12 units - Check Valve (Cast Steel body) 3": 1 unit - 1 ½" Ø Sch. 80 B.I Pipe, 1 ½" Ø Flanges & 1 ½" Ø Elbows: 30.0 m - Centrifugal Pump/motor 2hp; 220V single phase: 1 unit <p><i>Note: Supply 1-unit centrifugal pump/motor, 2HP, 220V, single phase and install parallel to the existing motor pump with isolation valve per pump for emergency use.</i></p>

Superstructures	Scope of Works
	<ul style="list-style-type: none"> Fire Hydrant System <ul style="list-style-type: none"> Gate Valve (Cast Steel Body) 3" Ø DN 80: 7 units Check Valve (Cast Steel Body) 3" Ø: 1 unit Fire Hydrant Brass Gate Valves 1 ½": 3 units Centrifugal Pump/motor 7.5hp; 220V single phase : 1 unit 3" Ø sch.80 B.I Pipe, 3"Ø Flanges & 3" Ø Elbows: 60.0m 1 ½" Ø sch.80 B.I Pipe, 1 ½" Ø Flanges & 1 ½" Ø Elbows: 18.0m <p><i>Note: Provide one (1) fire hydrant cabinet with complete accessories like: 1 roll of fire hose with nozzle and wing nut, size 1 ½" Ø inside dia. Axe and others.</i></p>
	<ul style="list-style-type: none"> Supply and replace electrical distribution board and circuit breaker at : <ul style="list-style-type: none"> Pump room: with one (1) pc 150-amp main breaker, two (2) pcs 60 amp, six (6) pcs 30 amps, eight (8) pcs 20 amps. Repair/reconditioning of all steel door and repainting with dimensions/materials as follows: <ul style="list-style-type: none"> Steel Door 50mm thick x W 800mm x L 2000mm: 1 unit 2 F/C Marine epoxy paint, White 2 F/C Red Lead/primer paint.
a.3 Control Room	<ul style="list-style-type: none"> Replacement and installation of air conditioning unit inverter type. <ul style="list-style-type: none"> Window Type Air-conditioning unit 2HP, 220V; Carrier Brand: 2 units Replacement of all electrical outlets to marine type and rewiring A/C Unit and provide Z – gang convenience outlet, 1pc., Installation of Z – gang convenience outlet, 2 pcs Replace all damaged and rusty portion of interior walling and ceiling using Durarib/Galvalum Sheet gauge #22. Estimated Area: 46.52 m² Complete replacement of floor tiles. Estimated Area: 16 m² <ul style="list-style-type: none"> Material: 12" x 12" floor tiles (light Blue)
a.4 Auxiliary Room	<ul style="list-style-type: none"> Supply and replace electrical distribution board at Aux. Generator Room with the ff: <ul style="list-style-type: none"> One (1) pc. 200A main breaker, one (1) 100amps. ten (10) 30 Amps. Fourteen (14) 20 Amps, and eight (8) 15 amps branches.

Superstructures	Scope of Works
a.5 Generator / Engine Room	<ul style="list-style-type: none"> ➤ Repair/Replacement of air ducting, fan blade and motor for air blower for each unit. <ul style="list-style-type: none"> ▪ 2HP; single phase 220V, airflow 2400cfm 3450 RPM; 5.64Amps: 4 units, ▪ Air ducting: Durarib/Galvalum Sheet Gauge # 22: 4 units ➤ Replacement of louver at engine room: <ul style="list-style-type: none"> ▪ Starboard & Port side size: 67.5"x2"x5.5"x2" = 90 pcs ▪ Forward & Aft side: 39" x 2" x 5.5" x 2" = 46 pcs ➤ Replacement of roll up roll down of four (4) sets with complete manual mechanism. 4 sets – roll up roll down, 7' x 8' estimated steel total wt. 1,200kgs. <ul style="list-style-type: none"> ▪ Materials <ul style="list-style-type: none"> - Structural Frame and Manual Mechanism and out fittings. - Flat Bar 12 mm x 4" & Angle Bar 8.0mm x 2" x 2" ➤ Grit Blasting (Spot/Sweep) of catwalk platform and painting after completion. Estimated Area: 40.00m² <ul style="list-style-type: none"> ▪ Paint: 2F/C Marine Epoxy Paint Dark Green ➤ Secure/provide and install fire alarm system and provide two (2) sets fire hose box with complete accessories like, 2 hose w/ nozzle & wing nut, size: 1 ½", axe and others. ➤ Insulation of exhaust manifolds and turbo charger of four (4) engines with estimated 60.0 meters length asbestos cloth/tape, per engine.
a.6 Comfort Room	<ul style="list-style-type: none"> ➤ Replacement and installation of new marine type exhaust fan 12" dia. 220V and provide control switch; ➤ Repair/Replacement of dilapidated walling and ceiling; ➤ Repair/Replacement of dilapidated piping discharge at washing basin, urinating bowl and drainage flooring; ➤ Provide steel septic tank for waste water separator approx. capacity of 200 liters with compartment solid, 100 liters and liquid, 100 liters per DENR requirement; ➤ Replace door frames, hinges and doorknob with good materials that can carry the weight of the door; and ➤ Replace electrical switch, bulb socket and 2-gang outlet, marine type. <p>Note: Use steel plate, gauge no. ½" for the septic tank.</p>



Superstructures	Scope of Works
a.7 Cabin/Office Room	<ul style="list-style-type: none"> ➤ Provide and install one (1) unit – 2hp window type air conditioning unit. ➤ Fabrication and installation of two (2) flip top single deck bunks. ➤ Installation of marine type sight glass. ➤ Replacement of tiles at flooring color: light blue, estimated area is 11.50m² ➤ Provide rubber gasket at manhole. ➤ Replace single switch 2-gang outlet = 4 pcs and bulb socket for marine type. ➤ Transfer single switch from outside to inside the office.
a.8 Hall Way (Entrance door / Exit door from Forward Side)	<ul style="list-style-type: none"> ➤ Repair and repainting of steel door with complete fittings and accessories in way to forward section of the barge. Dimension: 1 unit – Steel Door 50mm thick x W 800mm x L 2000mm <ul style="list-style-type: none"> ▪ Materials: <ul style="list-style-type: none"> 3 pcs – Heavy Duty/Marine type Hinges 3" 1 pc – Doorknob (Marine type) ➤ Replacement of walls, Galvalum/Durarib sheet, gauge #22, estimated area of 22.0m² and provide ceiling using Durarib Sheet gauge #22 (Estimated Area 21.0m²). ➤ Repair/replacement of flooring at the upper deck portion at Forward side with an estimated area of 22.0m² and replacement of railings and provide drainage. <ul style="list-style-type: none"> ▪ Materials: <ul style="list-style-type: none"> 1 sheet – Steel plate, gauge no. 12.7mm for flooring 8 length – G.I pipe sch. 60 size: 2" inside dia. ➤ Servicing & Tank cleaning at Water expansion tank and repainting.
a.9 Tool Room	<ul style="list-style-type: none"> ➤ Fabrication and installation of additional rack for tools and equipment <ul style="list-style-type: none"> ▪ Dimension: <ul style="list-style-type: none"> 1 unit – W 600mm x L 2000mm x H 1000mm ▪ Materials: <ul style="list-style-type: none"> AB 8 mm x 2" x 2" AB 6 mm x 1" x 1" 4' x 8' x ½" Marine Plywood
a.10 Stock Room	<ul style="list-style-type: none"> ➤ Re-scaling of elevated potable water tank (3.0m³) and painting <ul style="list-style-type: none"> ▪ Inner surface: 2 F/C food grade paint (WHITE) ▪ Outer Surface 1 F/C Marine epoxy paint (GRAY)



Superstructures	Scope of Works
	<ul style="list-style-type: none"> ➤ Fabrication and installation of additional rack for materials, supplies and spare parts. <ul style="list-style-type: none"> ▪ Dimension: 1 unit – W 600mm x L 2000mm x H 1000mm ▪ Materials: AB 8mm x 2" x 2" AB 6mm x 1" x 1" 4' x 8' x ½" Marine Plywood
a.11 Mess Room	<ul style="list-style-type: none"> ➤ Supply and installation of heavy duty marine type exhaust fan 14" dia. 220V. ➤ Repair and installation of cabinets with door at lower side of Lavatory equivalent to 3 compartments and provide shelves.
b. Main Deck	
b.1 Forward Section	<ul style="list-style-type: none"> ➤ Replacement all (24.0m length) railings at forward, port side and starboard side of the barge and apply paint <ul style="list-style-type: none"> ▪ Materials: 1 ½" Ø sch. 40 G.I Pipe 12.0 mm x 2" Flat Bar 1" Ø Round Bar ➤ Crop-out damaged forward existing workshop canopy and fabricate/installation of new canopy (2nd Deck) using 6mm steel plate materials, installation of 4" dia. B.I pipe as pillar post to support 2nd Deck panel. <ul style="list-style-type: none"> ▪ Dimension: W 3m x L 5.6m x H 3m ▪ Materials: 2pcs-6mm x 6' x 20' Mild steel plate 10 pcs – 8mm x 2" x 2" x 20' Angle Bar 2pcs – 4" dia. Sch. 80 x 20' BI pipe ➤ Restoration of the forward mooring winch to working condition including replacement of hydraulic fluid and hydraulic hoses. ➤ Replacement of mooring winch cable two (2) pcs 19 mm dia. X 50 meters length steel wire cable with hook and eye. Lubricant/grease shall be applied to the cable wire after installation. ➤ Repair and modify anchor rest platform and coupled the anchor to winch cable, installed new hawse pipe (8" dia. sch80 x 1.5m) for anchor.

Superstructures	Scope of Works
b.2 Aft Section	<p>➤ Crop-out and replace dented/damaged existing aft canopy at workshop area, modify/convert to steel deck plating using 6mm MS plate with 3/8" x 2" x 2" angle bar and support 4" dia. B.I pipe as pillar post.</p> <ul style="list-style-type: none"> ▪ Dimension: W 3m x L 5.6m x H 3m ▪ Materials <ul style="list-style-type: none"> 2pcs-6mm x 6' x 20' Mild steel plate 6pcs-8mm x 2" x 2" x 20" Angle Bar 2pcs – 4" dia. Sch. 80 x 20' BI pipe <p>Note: Provide shelve for storage purposes of materials & others at the ceiling.</p> <p>➤ Fabricate, supply and install the ff:</p> <ul style="list-style-type: none"> ▪ One (1) unit 6' x 3' steel locker using 6mm steel plate and angle bar materials. ▪ 2-units, 9 doors with door lock of safety steel cabinet for personnel, heavy duty. <p>➤ Installation of fresh water pipe line and sink in wash area.</p> <p>➤ Restoration/reconditioning of Aft mooring winch (440v; 3 Phase).</p> <p>➤ Replacement of mooring winch cable two (2) pcs 19 mm dia. x 50 meters length steel wire cable with hook and eye. Lubricant shall be applied to the cable wire after installation.</p> <p>➤ Provide/secure perimeter fence at transformer area using angle bar, size 1/2" x 6ft, height x 1/8" G.I pipe, size: 1" sched. 80 and painting, color: red</p> <p>Note: Area of perimeter fence: 12ft x 12ft x 6ft.</p> <p>➤ Removal of rust/corrosion, repair and re-painting of take-off tower, coated with epoxy paint.</p> <p>➤ Servicing, Re-painting of transformer with the existing color.</p> <p>➤ Repair/reconditioning of one (1) unit oil/water separator.</p>

TS-4.0 TANK CLEANING WORKS**TS-4.1 General**

Applicable chemical shall be used for removal of remaining "dead stock" fuel and residue, scraping of residual sludge and solidified petroleum waste in internal frames, walls and deep floors. Tanks shall be washed up with high pressure water; and wipe dry all internal surface and air dry by using compressors. Re-calibration of tanks and removal and disposal of sludge shall be included in the scope of works. The Contractor shall provide and replace manhole gasket.



Prior to tank cleaning activities, the Contractor shall secure related licenses/clearances and Coast Guard Accreditation. Tanks shall be on a "dead stock" level.

The Contractor shall provide waste oil tanks adequate to contain fuel oil residues and waste oil from PB 113. Fuel residue disposal shall be the responsibility of the Contractor. The waste oil shall be allowed to be stored for at least three (3) months or until such time that the said quantity of waste oil will be properly disposed.

The manner of disposal shall be in accordance to the existing government regulations on waste oil disposal. Disposal of waste oil shall be coordinated by the Contractor with NPC and other government agencies for the proper conduct of disposal.

Contractor must provide separate containers with cover, properly labeled for lubricating oil from sump tanks and storage tanks and shall perform necessary transfer of this lubricating oil from tank to container and vice versa.

During the duration of the tank cleaning activity, the Contractor shall provide oil spill boom at site and must assume responsibility on any spillage in connection to tank cleaning activity.

The Contractor shall provide all the necessary equipment, chemicals, materials, electricity, water and all incidental works needed to perform the tank cleaning activity like ventilation, lighting and others.

The tank cleaning activities shall be performed in accordance to the standard procedures for working on Confined Space and Contractor shall be responsible for the safety of personnel and equipment.

After completion of tank cleaning, the Contractor shall employ the services of a third party to conduct Gas Free Test on all tanks, main deck and pump room at Contractor's expense. Explosimeter reading of cleaned tanks must be at 0% combustible gas.

TS-4.2 Fuel, Lube Oil, Freshwater, Ballast, Sewage and other Tanks

The Contractor shall provide supervision, labor, tools, materials and all necessary equipment for cleaning/removal of remaining oil/water residues, scraping of rust in affected internal frames, walls and floors using related tools including pump room and main deck under flooring to eliminate all combustible gases, gas free test as prerequisite for dry-docking activities and prior to hot works on the barge's structure:

Tanks	Quantity	Estimated Volume (Liters)
a. Void Tank	One (1) unit	82,000
b. Lube Oil Tank (Center)	One (1) unit	23,400
c. Dirty Oil Tank	One (1) unit	39,650
d. Ballast Tank	Four (4) units	39,650
e. Fuel Oil Tank	Four (4) units	39,600
f. Fuel Day Tank	Two (2) units	59,950
g. Fresh Water Tank	Two (2) units	2,500
h. Sewage Tank	One (1) unit	39,650
i. Cofferdam	Three (3) units	29,658
	Four (4) units	11,895

Tanks shall be washed up with high pressure water; wiped dry all internal surface and air dried using compressor. Paint with metal primer the rust-affected areas and provide/replace manhole/s gaskets.

If cleaning is to be done outside the dry dock, an oil containment boom shall be provided.

The tanks shall be cleaned/wipe dried and free from any waste material prior to acceptance.

Tank cleaning works shall also include but not limited to the following:

- a) De-gassing/Gas Freeing and provide gas free certificate.
- b) Replacement of all tanks manhole rubber gasket (38 pieces) including rusted bolts & nuts.
- c) Preservation of tanks to apply Marine Epoxy Paint for all tanks except F.O.T and used oil tank. (1F/C Primer Red; 2 F/C Anti-Corrosive Paint Gray) and @ freshwater tank to apply appropriate Food Grade paint materials.
- d) Calibration of six (6) Fuel Oil Tanks and Two (2) service/day tanks by licensed and ISO certified tank calibrator/surveyor; works include submitting the result of calibration such as Calibration Manual, Complete Sounding Table Booklet each Fuel Oil Tank and attached Drawings/Plan;
- e) Tanks shall be thoroughly cleaned including removal and disposal of oil residues or any sludge left inside the tanks;
- f) Replace of deteriorated/defective piping inside Ballast and fuel oil tanks, suction and filling pipeline. Pull-out and reconditioning of all foot valves, replace if found damage.

Materials: 3"Ø sch.80 B.I Pipe, 3"Ø Flanges and 3"Ø Elbows: 60.0 m.
3"Ø Foot Valve (Bronze): 5 pcs.
1 ½"Ø Foot Valve (Bronze): 6 pcs.

- g) Replace all damaged/deteriorated tank vertical ladders. Six (6) units – L 2300mm X W 300mm x 7 steps

Materials: Flat Bar – ½" thk x 2 ½"
Round Bar – 1"Ø

- h) Provide isolation valve at Day Tank no. 1 & 2.

Materials: ¾"Ø shut off valve (Bronze): 2 pcs

Note: If cleaning is to be done outside the dry dock, an oil containment boom shall be provided. The tanks shall be cleaned/wipe dried and free from any waste material prior the acceptance.

TS-5.0 MECHANICAL WORKS/EQUIPMENT

The Contractor shall provide supervision, labor, tools, materials and all necessary equipment and application of marine epoxy-based protective paint and anti-corrosion removal/dismantling of damaged/defective electrical and mechanical equipment/accessories, fittings, pipe supports, gaskets, pipe insulations and associated steel structures and application of Marine Epoxy-based protective paint and anti-corrosion and other appurtenances.

- a) One (1) unit Submersible pump 220VAC 1phase 1.5HP with complete accessories including in/out rubber hose.
- b) One (1) unit inflatable life raft, at least 15 person's capacity made by fiber glass materials with manufacturers and Marina Certificate.
- c) One (1) unit fire engine pump; 4 stroke, OHV; air cooled gasoline engine; 6.5 HP 3.6 li. Capacity; 1.5" dia. suction/discharge. Including supply of suction rubber hose 1 ½ in dia. x 6m.
- d) Two (2) unit Bench Vise; 6 in. cast steel body, chromed handle, short screw stationary, base: 5mm x 200mm, w/o anvil
- e) One (1) unit Bench Grinder, ¾ HP, 220 VAC, 1-Phase, 3450 RPM, wheel 200 dia. X 20
- f) One (1) unit Bench Drill; table top, 16mm chuck cap; 750W; speed: 210-2580 variable, spindle taper: JT3; swing: 380 mm; spindle thread: 85mm; table size: 336mm; table tilt 45 deg. Right and left; overall length: 1,618 mm
- g) Fabrication of two (2) working table steel plate at forward side;

Materials: 2 – sheet, steel plate, size 26" x 4ft x ¼"
3 – length, angle bar, size: 2" x 2" x 20ft x ¼"
1 – gal, quick dry enamel, color: Gray
- h) Replace/Installation of electrical switches, 2-gang outlets and bulbs socket at the Power Barge using marine type.
- i) Replacement of all doorjamb's using steel frame & steel hinges that can resist the weight of steel doors including all doorknobs.
- j) Replace/Install all C-purlins, size 2" x 6" x 6M x 2.0mm and painting.

Materials: C-purlins, size: 2" x 6" x 6M x 2.0mm = 40 pcs (estimated)
Paints: red lead = 3 gal
Paints: Marine epoxy, color: Gray = 3 gal
Rust converter = 3 gal
- k) Replace all gasket cover manhole, 23 pcs and replace dilapidated steel cover, 12 pcs. Conduct servicing of all manhole and secure lacking stainless bolts & nuts.

Note: Total no. of manhole is 23 pcs.

- l) Secure/fabricate & install gangplank with detachable arm rail, foldable, with a total length of 16 ft. (Note: 10 ft. fixed and 6 ft. foldable). Use a aluminum materials.
- m) Provide down spout, PVC, size: 2" dia x 10ft = 11 pcs.
- n) Replace, repair and install dilapidated air breather, 8pcs. B.I pipe of # 2" dia. & 2 pcs of 3" dia. B.I pipe schedule 80.

TS-6.0 OTHER SERVICES

- a. Facilitate/prepare the following clearances, permit and certificate required by Insurance and MARINA;
 - a.1 Certificate of Ownership
 - a.2 Certificate of Vessel Registry
 - a.3 Cargo Ship Safety Certificate
 - a.4 Coastwise Load Line Certificate
 - a.5 Minimum Safe Manning Certificate
 - a.6 Coastwise License
 - a.7 Certificate of Stability
- b. Provide equipment/tools and consumables necessary for satisfactory completion of the works under the contract;
- c. Supply of all necessary safety gadgets to all personnel/workers involved in the repair/dry docking subject to the approval of NPC safety officer;
- d. Provide services of highly qualified and experienced technical personnel having expertise in vessel dry docking and ship repair during the conduct of works;
- e. Place all the replaced/removed materials or equipment to a secured place within the dockyard premises which shall remain the properties of NPC. Disposal of such materials shall be the responsibility of the NPC; and
- f. Submission of pertinent documents per Clause TS-11.0, DOCUMENTS TO BE SUBMITTED.

Note: Use Durarib/Galvalum sheet to all structure of the Powerhouse being replaced/repared specifically the roofs, ceiling, walls and the gutters in order to sustain corrosion.

TS-7.0 CONTRACT PERIOD AND LOCATION

The contract period shall be **SIXTY (60) CALENDAR DAYS** reckoned from receipt of Notice to Proceed.

After satisfactory completion of all repair works under the contract and undocking of PB 113, towing of the vessel from dockyard to its mooring site – Brgy. Canwarak, Zumarraga, Samar shall be the NPC responsibility using NPC's tugboat.

TS-8.0 GENERAL REQUIREMENTS**TS-8.1 General**

The dry docking and repair works of PB 113 shall be in accordance with the MARINA rules/regulation and practice; and other applicable codes and standards.

The Contractor shall have their own "Shipyard" or dry docking facilities within the Philippines.

TS-8.2 PB 113 Technical Data

The PB 113's primary structural/technical data/specifications are as follows:

Length	: 23.43 m.	Draft	: 1.82 m
Breadth	: 10.43 m.	Gross Tonnage	: 221.40 tons
Depth	: 2.60 m.	Net Tonnage	: 209.59 tons

All materials supplied by the Contractor on structural works shall be new and unused, shall be suitable for their intended purpose and shall comply with all applicable regulations, quality, and dimension standards.

The Contractor shall ensure that the materials supplied and installed shall perfectly match with the existing materials, or better than the original design in terms of stability, strength, and safety.

Surface preparation and painting of super structure shall be in accordance to the minimum paint requirement/schedule (Annex 1).

All cleaned tanks must have a zero reading on Explosimeter. Cleaning shall be done in accordance to internationally accepted procedures of working in confined space.

TS-9.0 PERFORMANCE REQUIREMENTS

The dry docking and repair works of PB 113 shall satisfactorily meet the requirements specified in this specification and the Contractor shall guarantee the seaworthiness of PB 113 and the functional/performance capability of the replaced/repared equipment.

TS-10.0 TESTING AND ACCEPTANCE CRITERIA

The Contractor shall perform at his own expense all tests required to ensure adequacy of repair, material, workmanship and conformance to the requirements of the specifications and standards.

All equipment and/or components to be supplied by the Contractor shall be subjected to the manufacturer's standard factory tests prior to delivery and installation.

Results of conducted *Ultrasonic Gauging* that are randomly conducted to at least 80 spots to hull bottom and side shell plate.



Results of **Non Destructive Testing (NDT)** for all welding portions of hull that require plate replacement. NDT may either be Radiographic, Liquid Penetrant, Ultrasonic, Magnetic Particle or Eddy Current, as applicable to all new welds for butt joints/seams at hull bottom and side shell. Vacuum Test is allowed on selected areas only as permitted by Classification Societies.

Certified test reports/results of tests conducted during and after repair works shall be submitted to NPC for evaluation and acceptance.

The Contractor shall also ensure the timely completion of the repair works under the contract without affecting the agreed overall contract implementation schedule.

After the completion of repair works, the Contractor together with NPC authorized representative/s (witness) shall carry out thorough vessel inspection/verification to ensure that all of the repair works including performance testing of all supplied/installed equipment have been satisfactorily accomplished in accordance with the requirements of the specifications and to the satisfaction of NPC representative/s.

Acceptance Certificate shall be issued only upon satisfactory completion of the works; all the tests and inspections are successfully conducted & performed; and submission of complete documents as specified hereto in Clause TS-11.0.

TS-11.0 DOCUMENTS TO BE SUBMITTED

a. To be submitted with the bid/proposal for evaluation:

- a.1 Site Inspection Certificate to be signed by NPC's authorized personnel;
- a.2 Work Plan/Bar Chart;
- a.3 Notarized Certificate of ownership of Dry Docking Facility; and
- a.4 Valid MARINA Certificates
 - Builder's Category : Ship Builder and/or Ship Repairer
 - Builder's Classification : At least "Small Shipyard with Minimum Lifting Capacity of 2000 DWT
 - PB/Ship Safety Certificate

b. To be submitted before or upon completion of works:

- b.1 Shell Expansion plan (as-built drawings);
- b.2 License and/or ISO certificate of Tank calibrator/surveyor;
- b.3 All Test Results/Records;
- b.4 Barge photos before starting, during work implementation and after completion of each work item;
- b.5 Certificate of Warranty for one (1) year on repair works and supplied equipment/components and materials against factory defects/workmanship.
- b.6 Final inspection Report conducted jointly and signed by contractor and authorized NPC representative(s);
- b.7 Certificate of work completion from Contractor; and
- b.8 Weekly Progress Report.

TS-12.0 GUARANTEE

The Contractor shall guarantee that he will repair and/or replace, at his own cost, all repair works and supplied equipment/components against defect in design, workmanship and materials for one (1) year after issuance of Acceptance Certificate by NPC.

The Contractor shall submit a Warranty Certificate effective from the date of acceptance by NPC.

After the lapse of the warranty period, provided that there are no defects found, NPC shall release the warranty security/certificate.

TS-13.0 MEASUREMENT OF PAYMENT

Measurement of payment for all works shall be based on the bid price of each item as shown in the Bid Price Schedule. The cost shall cover all works required and described in the pertinent provisions of the specifications.

No separate payment shall be made by NPC for the following works:

- a. Use of tug boat at dockyard
- b. Basic utilities such as water, electricity/power consumption, air, etc. and other services such as fireline, firewatch, security, wharfage, laydays, gangway and garbage disposal, etc.
- c. Other incidental works stated in the specifications.

Corresponding cost of the above works shall be included by the Contractor in the bid price for various pay items under the contract.



SECTION VII

SCHEDULE OF REQUIREMENTS

(BID PRICE SCHEDULE)

SECTION VII - SCHEDULE OF REQUIREMENTS

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**SECTION VII - SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)****FURNISHING OF LABOR AND MATERIALS FOR DRY DOCKING AND REPAIR OF PB 113**

ITEM NO.	DESCRIPTION	QTY.- UNIT	* C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED				TOTAL PRICE
				Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)+	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)>	Local Currency (Phil. Peso) ((E+F+G+H) x C)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
	Supervision, Furnishing of Labor, Tools, Equipment and Materials required to complete the Drydocking and repair works of PB 113 including all other works and services as specified in the Technical Specifications.	1 lot						
	TOTAL	<div></div> <div>(Amount in Words)</div>						<div></div>

- * 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
> 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

Note: NPC shall be responsible for towing the vessel from current mooring site to dock yard and vice versa.
Cost of Other Services Required by Contractor as per TS-2.0 and TS-6 "Scope of Work", shall be included and part of the Contract.

Name of Firm

Name & Signature of 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)****➤ Any of the following:**

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

OR:

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

- Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;

- Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

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

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

OR:

- A combination thereof

➤ Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (NPCSF-GOODS-02)

➤ The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (NPCSF-GOODS-03) complete with the following supporting documents:

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

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

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

Standard Form No: NPCSF-GOODS-01

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

b. (CLASS B)

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

2. Technical Documents

- Bid Security, any one of the following:
 - Bid Securing Declaration (NPCSF-GOODS-06c)
OR
 - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
OR
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
OR
 - Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
 - For Sole Proprietorship:
 - Special Power of Attorney
 - For Partnership/Corporation/Cooperative/Joint Venture:
 - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Data and Information to be submitted with the Bid/Proposal as specified in Clause TS-11.0(a) of Section VI - Technical Specifications
- Complete eligibility documents of the proposed subcontractor, if any

Standard Form No: NPCSF-GOODS-01

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

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

CONDITIONS:

1. Each Bidder shall submit one copy of the first and second components of its Bid. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
2. In the case of foreign bidders, the eligibility requirements under Class "A" Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.
These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).
3. A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(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 Contract/Purchase Order and any of the following: Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice for the contract stated above shall be submitted during Bid Opening.

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

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

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

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

- and -

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

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

NAME OF PROJECT**CONTRACT AMOUNT**

 That the capital contribution of each member firm:

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

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____

2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

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

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

PRINCIPAL _____

SURETY _____

SIGNATURE(S) _____

SIGNATURE(S) _____

NAME(S) AND TITLE(S) _____

NAME(S) _____

SEAL _____

SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
FURNISHING OF LABOR AND MATERIALS FOR DRY DOCKING AND REPAIR OF PB
113,
VisP22Z1406So

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

I/We¹, the undersigned, declare that:

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

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

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

[Jurat]

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

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

Standard Form No: NPCSF-GOODS-07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*_____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **FURNISHING OF LABOR AND MATERIALS FOR DRY DOCKING AND REPAIR OF PB 113 (VisP22Z1406So)** 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
BIR Road cor. Quezon Ave.
Diliman, Quezon City

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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