



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

BID DOCUMENTS

Name of Project : ADDITIONAL FUEL HAULING SERVICES TO SPUG POWER PLANTS AND BARGES FOR CY 2023

P.R. Nos. : HO-FMG23-009

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**Fuel Contract Management Division
Logistics Department**

AUGUST 2023

SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2023-0454

- 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
HO-FMG23-009 / PB231003-NA00280 Additional Fuel Hauling Services to SPUG Power Plants and Barges for CY 2023 • Mode of Award: Per Lot	Hauling / Transport / Chartering of Oil-Based Fuel (Diesel Oil / Bunker Oil) by land or Water	19 September 2023 9:30 A.M	03 October 2023 9:30 A.M	Total ₱ 80,631,340.00 / ₱ 50,000.00
Approved Budget for the Contract (ABC)		Maximum Cost of Bidding Documents (Pesos)		
500,000 and below		500.00		
More than 500,000 up to 1M		1,000.00		
More than 1M up to 5M		5,000.00		
More than 5M up to 10M		10,000.00		
More than 10M up to 50M		25,000.00		
More than 50M up to 500M		50,000.00		
<i>Note: If a bidder intends to partially participate for a number of lot(s) only, then the cost of Bidding Documents will be proportionate as indicated above</i>				
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
HO-FMG23-009	Two (2) Months	Ten (10) years

- 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.

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

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

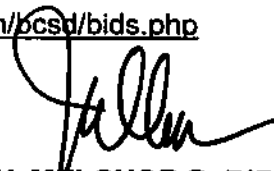
- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
 - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the 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 on Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
 10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 11. For further information, please refer to:

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

BIR Road cor. Quezon Avenue
Diliman, Quezon City
Tel Nos.: 8924-5211 and 8921-3541 local 5611/5211
Email: bcsd@napocor.gov.ph

12. You may visit the following websites:

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



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

SECTION II

INSTRUCTIONS TO BIDDERS

SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The Procuring Entity, **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **Additional Fuel Hauling Services to SPUG Power Plants and Barges for CY 2023**, with identification number PR No. HO-FMG23-009.

The Procurement Project (referred to herein as "Project") is composed of Three (3) lots and will be awarded per lot, the details of which are described in Section VII (Schedule of Requirements).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of **₱80,631,340.00**.

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

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

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting 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 video conferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within ten (10) years prior to the deadline for the submission and receipt of bids.

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

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

11. Documents Comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for **One Hundred Twenty (120) calendar days** from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

If the Procuring Entity allows the submission of bids through online submission 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 of 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 VII (Schedule of Requirements)**, 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 composed of several lots which shall be awarded as separate contracts per lot. However, the contract may be consolidated into one (1) master document if the Bidder is awarded more than one (1).
- 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	
5.0	Per Section 90 of RA 7160 "Local Government Code, Item (a) All governors, city and municipal mayors are prohibited from practicing their profession or engaging in any occupation other than the exercise of their functions as local chief executives.
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Hauling/Transport/Chartering of dangerous and/or hazardous liquids/products by land or water. b. Completed within ten (10) years prior to the deadline for the submission and receipt of bids. <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	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.
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> <ul style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification of Percent (%) Accomplishments and Satisfactory Performance as of the date of bidding coming from project owner/client. <p>The bidder shall declare in form <i>NPCSF-GOODS-02</i> 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> <p style="padding-left: 40px;">Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice.</p> <p>Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes.</p>

<p>10.5</p>	<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 Proposal if specified in Section VI - Technical Specifications; 2. Complete eligibility documents of the proposed sub-contractor, if any
<p>12</p>	<p>The price of the Goods shall be quoted DPP Project Site or the applicable International Commercial Terms (INCOTERMS) for this project.</p>
<p>14.1</p>	<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 than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
<p>19.3</p>	<p>The goods are grouped by lot. The bids shall be evaluated and the award of contract shall be based on Per Lot. The Bidders bid offer for each item under the lot must be within the ABC per item. Bidders with bid offers that exceed the ABC per lot or per item or with incomplete bid price under the lot shall be rejected.</p> <p>In case there is a difference in the computation of the unit price (Total Hauling Cost) by the Bidder and the Procuring Entity due to rounding off, the computation of the latter shall prevail and be considered for the evaluation.</p> <p>I. Evaluation and Comparison of Bids</p> <p>The Lowest Calculated Bid shall be determined in two steps:</p> <ol style="list-style-type: none"> (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and (b) The ranking of the total bid prices as calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid. <p>To determine the Lowest Calculated Bid, after the preliminary examination of bids, the BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using a non-discretionary criteria, as stated in the ITB, which shall include a consideration of the following:</p> <ol style="list-style-type: none"> (a) The bid must be complete. Bids not addressing or providing all of the required items in the bidding documents shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or "-" (dash) for the said item would mean that it is being offered for free to NPC; and

	<p>(b) Minor arithmetical corrections to consider computational errors, omissions and discounts to enable proper comparison of all eligible bids. Any adjustment shall be calculated in monetary terms to determine the calculated prices.</p> <p>In case, there is a difference in the computation of the Total Hauling Cost (consisting of the Basic Hauling Cost and EVAT) by the bidder and NPC due to rounding off, the computation of the latter shall prevail and be considered for the evaluation.</p> <p>In case of discrepancy between: (a) bid price in figures and in words, the latter shall prevail; (b) total price per item and unit price for an item as extended or multiplied by the quantity of that item, the latter shall prevail; (c) stated total price and the actual sum of prices of component items, the latter shall prevail; (d) unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail.</p> <p>Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.</p> <p>II. Methodology in the Evaluation and Comparison of Bids to Determine the Lowest Calculated Bid</p> <p>Evaluation of Bid Offers:</p> <p>The most advantageous bid offer for a particular Lot shall be determined using the formula below:</p> <p>Total Cost = Total Hauling Cost + Quantity (Must be round-off to nearest ones)</p> <p>Total Hauling Cost = Basic Hauling Cost + EVAT (must be round-off to four decimal places)</p> <p>Where :</p> <p>Basic Hauling Cost = Cost of transporting NPC's fuel from supplier's depot or supplier's delivery point to the recipient NPC SPUG Power Plant, up to four (4) decimal places, Peso/liter.</p> <p>EVAT = Expanded Value Added Tax as provided in R.A. 9337, amending the National Internal Revenue Code of 1997 as amended and BIR Revenue Regulations No. 16-2005, up to four (4) decimal places, Peso/liter.</p> <p>EVAT = Basic Hauling Cost x 0.12</p>
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	<p>The bidder with the lowest evaluated price for a particular lot shall be considered the Lowest Calculated Bid for the particular lot. The Domestic Preference provision under Section I – Instruction to Bidder, Clause 18 shall apply in the determination of the Lowest Calculated Bid.</p>
<p>19.5</p>	<p>The Committed Line of Credit (CLC) must be at least equal to ten percent (10%) of the ABC to be bid, issued by a Universal or Commercial Bank. If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of opening. The Committed Line of Credit (CLC) shall be valid for two (2) months plus three (3) months extension.</p> <p>In the event that the bidder cannot submit a CLC with a validity that is not sufficient to cover the entire duration of the project, the CLC should be accompanied by a notarized acceptable Letter of Undertaking. The Letter of Undertaking shall be signed by the bidder and/or the issuing bank stating that "one (1) month prior to the expiration of the submitted CLC, it shall automatically be renewed/extended and remain valid until the completion of the project."</p>
<p>20.1</p>	<p>Documents to be submitted during Post-Qualification:</p> <ul style="list-style-type: none"> a. Latest Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Business Tax/VAT Returns within the last six (6) months preceding the date of the bid submission, filed and paid through the BIR (eFPS); c. (1) Mayor's/Business Permit and (2) Registration from Securities and Exchange Commission (SEC) for Corporation/DTI for Sole Proprietorship/ or CDA for Cooperatives for the declared SLCC; d. PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid e. Valid and current Mayor's/Business Permit, if under renewal during bidding; f. Joint Venture Agreement (JVA) duly notarized, if not yet submitted with bid, if applicable; g. Contract/Purchase Order for the submitted Single Largest Completed Contract (SLCC); h. 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); i. Certificate of Percent (%) Accomplishments and Satisfactory Performance as of the bidding date from the project owner/client for all-ongoing contracts as indicated in form NPCSF-GOODS-02; j. The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any. k. For foreign bidders, certificate of International Law of Reciprocity (Sample Form-03)

20.2	The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
21.2	Notice to Proceed

SECTION IV

**GENERAL CONDITIONS OF
CONTRACT**

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to inspection and tests in **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 Hauler 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 Hauler in accordance with the terms specified in Section VI – Technical Specifications.</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Plant Superintendent, Head or Supervisor.</p> <p>Packaging –</p> <p>The Hauler shall provide packaging of the Goods as specified in the Technical Specifications.</p> <p>Transportation –</p> <p>The Hauler is required under Contract to deliver the Goods DDP to the project site. Transport of the Goods to the point of destination in the Philippines, including insurance, as specified in this Contract, shall be arranged and paid for by the Hauler, and the related cost thereof shall be included in the Contract Price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. Risk and title will not be deemed to have passed to the Procuring Entity until their receipt and acceptance by the Procuring Entity at the point of destination.</p> <p>The Hauler shall provide transportation of the Goods as specified in the Technical Specifications.</p>
2.2	<p>This provision will not apply. Payment is specified under Clause TS-8.0 of Section VI, Part I – Technical Specifications.</p>
3.2	<p>1. The following must be indicated in the performance bond to be posted by the Contractor:</p> <ul 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.”

	<p>2. The bond shall remain valid and effective until the duration of the contract <i>(should be specific date reckoned from the contract effectivity)</i> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project.</p> <p>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.</p> <p>4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:</p> <ul 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; <p>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.</p>
<p>4</p>	<p>4.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. 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.</p> <ul style="list-style-type: none"> i. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests. ii. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance

	<p>including, but not limited to, all travelling and board and lodging expenses.</p> <p>iii. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 4.</p> <p>iv. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.</p>
<p>6</p>	<p>Liquidated Damages</p> <p>Should the Hauler without any justifiable cause such as force majeure fails to perform or delay in the performance of its obligations under the Contract, Hauler shall pay the Procuring Entity(NPC) liquidated damages, and not by way of penalty, an amount equal to one tenth of one percent (0.10%) of the costs of the undelivered quantity per calendar day of delay reckoning from the occurrence of a plant load reduction/shutdown and until subsequent deliveries enough to exceed critical inventory level is achieved. NPC shall inform the Hauler of the occurrence of liquidated damages and NPC shall also have the right to apply the provisions below.</p> <p>1. Loss of Revenue</p> <p>Should any of the NPC power plants suffer load reduction or shutdown, and as a result thereof NPC incurs loss of revenue, Hauler shall compensate NPC the amount corresponding to the actual and documented loss/es incurred by NPC. NPC shall be required to file its claim with the Hauler in writing specifying in reasonable detail the basis and computation of its claim.</p> <p>2. Reimbursement of Additional Expenses of NPC</p> <p>In cases where the Hauler delivers the fuel to NPC power plants which is not in accordance with the agreed schedule, resulting to additional costs of equipment, services and adjustments on receiving activities, Hauler shall pay for the additional expenses incurred by NPC which also includes, but not limited to, cost of manpower and equipment required to handle the delivery of the fuel, and the cost of travel of NPC's representative from their official station to the receiving point of NPC.</p> <p>3. Submittal of Claims</p> <p>Any amount of liquidated damages and/or loss of revenue shall be invoiced by NPC to Hauler and paid by Hauler within thirty (30) calendar days after receipt by Hauler of NPC's invoice or said amount shall be deducted from any money due the Hauler under the contract</p>



and/or collect such liquidated damages from the Performance Security of the Hauler under the Contract, whichever is convenient to NPC.

SECTION VI

TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

This specification covers the technical requirements for fuel hauling services of SPUG Power Plants and Barges for CY 2023.

TS-2.0 DEFINITIONS

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

- (a) **"NPC"** means the National Power Corporation, a government-owned and controlled corporation duly organized and existing under the laws of the Republic of the Philippines (Rep. Act No. 6395), with the main office located at Agham Road Corner Quezon Ave., Diliman, Quezon City, Philippines.
- (b) **"BILL OF LADING QUANTITY (B/L)"** means the sum of the volume withdrawn from the Supplier's source tank plus the On Board Quantity (OBQ), if there is any, or in any case of multi-port deliveries, the Residual On Board (ROB) from the immediately preceding port of discharge.
- (c) **"BIR"** means the Bureau of Internal Revenue.
- (d) **"CDA"** means Cooperative Development Authority.
- (e) **"CONTRACTED QUANTITY"** means the total quantity of Fuel to be transported by the Hauler to the recipient SPUG power plants for the duration of the contract term including any allowable extension period.
- (f) **"DELIVERY POINT"** means the agreed point of delivery of fuel by the hauler as indicated in Section VII, Part II – Plants Covered by Hauling Services.
- (g) **"DOST"** means the Department of Science and Technology.
- (h) **"FUEL"** or **"OIL-BASED FUEL"** means the Diesel Oil or Fuel Oil (Bunker) to be transported by the hauler from the fuel Supplier's depot/pier to the plant site.
- (i) **"FUEL SOURCE POINT"** means the Oil Hauler's own refinery(ies), terminal(s) depot or any of the pier where the hauler shall pick up the fuel.
- (j) **"HAULER"** or **"CONTRACTOR"** refers to the entity whom NPC awarded the service contract for the hauling of fuel requirements of SPUG Plants and Barges.
- (k) **"ITDI"** means the Industrial Technology and Development Institute.
- (l) **"MARINA"** means Maritime Industry Authority.
- (m) **"MINIMUM INVENTORY LEVEL"** means a pre-determined quantity of fuel in the inventory of NPC to ensure continuous operation of the NPC SPUG power plants and barges.
- (n) **"POWER PLANT/BARGE"** means any one of the NPC SPUG power plants or barges to be supplied with fuel transported by the Hauler as enumerated in Section VII – Part II-Plants Covered by Hauling Services.

- (o) **"PCG"** means the Philippine Coast Guard.
- (p) **"REFINERY"** means the Supplier's facilities for the production of various petroleum products.
- (q) **"SOURCE OF FUNDS"** means the Internal Cash Generation of NPC.
- (r) **"SOURCE STORAGE TANKS"** means the storage facilities at the Supplier's refinery, terminal and various depots.
- (s) **"SPUG"** means Small Power Utilities Group.

TS-3.0 SCOPE OF WORK

- 3.1 Hauling Services of oil-based fuel as specified herein Section VI – Technical Specifications and Section VII – Plants Covered by Hauling Services and summarized as follows:
 - 3.1.1 Supply of labor, supervision, and provision of conveyances, equipment, materials and instruments for the duration of the hauling services contract;
 - 3.1.2 Conduct of required volume determination of fuel to be hauled at the Contractor/Hauler's pick-up point and at the recipient plant;
 - 3.1.3 Receipt of fuel to be withdrawn and hauled from fuel Supplier's designated source/pick-up location and safe delivery of the same to the designated NPC recipient plant;
 - 3.1.4 Transfer of fuel from tanker/tank truck/drums to the fuel storage tanks at the receiving plants.
 - 3.1.5 In case of packaged fuel deliveries (drums) to recipient power plants without fuel storage tank, Contractor/Hauler shall provide and retain sufficient number of container drums for the plants' utilization. Retrieval of empty container drums from the recipient power plant for refilling purposes may be conducted at the fuel pick-up point or fuel source point.

TS-4.0 CONTRACT PERIOD AND LOCATION

- 4.1 The contract period shall cover the period of two (2) months. The quantities of fuel to be hauled are indicated in Section VII – Schedule of Requirements, Part II – Plants Covered by Hauling Services. However, the said contract extension can be extended under the following circumstances:
 - 1. In case the contracted quantity for hauling services cannot be lifted by NPC during the contract period, the NPC shall continue lifting the contracted quantity of fuel from the Hauler. The contract extension shall not exceed a period of two (2) months after the end of the contract term;
 - 2. In case the contracted quantity for hauling services is fully lifted before the contract period ends, the NPC shall extend the quantity requirements that is equivalent to at least three (3) months of the total contracted quantity and amount; or
 - 3. In case the contracted quantity is fully lifted and the contract period ends, the NPC shall extend the quantity and contract period for at least three (3) months.

- 4.2 The locations of Fuel Hauling Services (Fuel Pick-up Points and Delivery Points) are indicated in Section VII – Schedule of Requirements, Part II – Plants Covered by Hauling Services. The Contractor/Hauler shall deliver the fuel at the Delivery Points with the Modes of Hauling and Means of Transport as provided in said Section VII, Part II – Plants Covered by Hauling Services.

TS-5.0 HAULING GUIDELINES

- 5.1 The Hauling of the Oil-Based Fuel shall be made by the Contractor/Hauler in accordance with the guidelines as stated below.
- 5.2 Upon receipt of the Notice of Award (NOA) from NPC, the Contractor/Hauler shall arrange a meeting with the end-users and the Manager, Fuel Contracts Management Division for orientation purposes.
- 5.3 Acting as NPC's representative, the Contractor/Hauler is deputized to receive the fuel from the fuel Supplier. The presence of NPC or SPUG personnel during turn-over of fuel from fuel Supplier to NPC's Hauler is optional.
- 5.4 Contractor/Hauler shall ensure that its vessels are always ready and available at the pick-up site, and shall comply with the marine safety requirements of NPC's fuel Supplier. NPC reserves the right to impose Liquidated Damages consistent with TS- 25, should the Contractor/Hauler incur delay in obtaining vessel acceptance by the said fuel Supplier.
- 5.5 The Contractor/Hauler shall pick up the B/L from the concerned SPUG Area Office and upon receipt of the B/L, the Contractor/Hauler shall ensure the readiness and availability of its motor banca/tanker/vessel/tank truck/equipment, and shall immediately dispatch them to the pick-up site or source of fuel to be hauled. The date needed to deliver the fuel product at the plant site shall be indicated in the B/L by the end user. The hauler should deliver within five (5) calendar days for motor banca and ten (10) calendar days for vessel/barge from the date of loading indicated in the issued B/L.
- 5.6 The Contractor/Hauler shall ensure berthing permit and shall be responsible for all taxes, duties and other fees imposed by port authorities.
- 5.7 At the pick-up point of fuel, the Contractor/Hauler shall present proper identification papers to fuel Supplier for validation.
- 5.8 The authorized NPC-SPUG representative shall conduct periodic ocular inspection of the Contractor/Hauler's hauling tankers/vessels/tank trucks and equipment for safety and seaworthiness.
- 5.9 The Contractor/Hauler shall proceed with loading of fuel to the vessel/tank truck or transfer of fuel to the prescribed container/drum.
- 5.10 All fuel compartments, outlet/inlet valves, and drain valves of the vessel or lorries/tank trucks, or drums as may be applicable, shall be properly sealed immediately after loading. The sealing plan shall be provided to the end-user prior to start of unloading.

- 5.11 The volume of fuel (net of free water) corrected at 15°C to be entrusted to the Contractor/Hauler by fuel Supplier shall be mutually conformed and acknowledged by both representatives of both parties.
- 5.12 The Contractor/Hauler shall immediately transport the fuel to the recipient plant using the required mode of delivery.
- 5.13 The Contractor/Hauler shall immediately transport the fuel to the receiving facilities, and after presentation of the B/L, the recipient plant shall conduct the pre-unloading activities, such as sampling and quality tests including inspection of the fuel cargo for traces or hints of possible pilferage or leaks or tampered/broken seals or damaged drums/plastic containers.
- 5.14 Once the Plant Head has determined that the delivery is in order, he shall give the instructions to the Contractor/Hauler to unload the fuel cargo.
- 5.15 For drumming/pail deliveries, the Contractor/Hauler shall transfer the fuel content to the fuel storage tanks using appropriate transfer pumps provided by the Contractor/Hauler.
- 5.16 The determination of volume of fuel hauled shall be by means of tank sounding or by an appropriate and calibrated metering device depending on the condition of the plant.
- 5.17 The recipient plant and the Contractor/Hauler shall take measurements of the volume of Oil-Based Fuel received by the plant at observed temperature, net of free water, and shall be then corrected @ 15°C.

$$\text{Volume @ 15}^\circ\text{C} = \text{Volume @ air} \times \text{Volume Correction Factor (VCF)}$$

Where:

Volume @ 15°C – in Liters

Volume @ air – in Liters

VCF – refer to table 54b, generalized products density correction to 15°C), it is using observed temperature in °C and density @ 15 in kg/m³.

- 5.18 Any tank-to-tank or source tank to receiving tank loss beyond 0.2% as determined from the difference in aggregate quantities of fuel loaded on the barge/vessel/lorries and drums received at the recipient plant shall be for the account of the Contractor/Hauler based on the following:
- 5.18.1 Cost of fuel shall be based on prevailing retail/pump price of fuel on the actual date of delivery at the recipient plant as certified by the concerned plant head.
- 5.18.2 NPC and Contractor/Hauler shall conduct for record purposes, measurements of quantities loaded at pick-up point using truck gauge marker updated and sealed by ITDI with issued calibration certificate for tank truck. For barge/vessel, volume determined thru level gauging/sounding and computed based on the valid vessel/barge calibration table.
- 5.18.3 Aggregate quantities of fuel withdrawn from the pick-up point source tank shall correspond to tank sounding measurements of fuel received at the recipient plant's receiving tank corrected at 15°C.

- 5.18.4 Aggregate quantities of fuel loaded into the barge/vessel (net of free water) shall be measured by level gauging/sounding and corrected at 15°C after loading to be done jointly by NPC/Contractor, Supplier and the appointed third party surveyor. For tank truck (net of free water) shall be measured by the tank truck gauge marker and corrected at 15°C after loading, to be done jointly by NPC/Contractor and the fuel Supplier.
- 5.18.5 Aggregate quantities of fuel received at the recipient plant (net of free water) shall be by sounding measurement of the receiving storage tank corrected at 15°C done jointly by NPC, Contractor/Hauler. If storage tank is not calibrated, tank truck figure will be used corrected @ 15°C.

$$\text{Allowable Loss (0.2\%)} = \text{Volume @ 15°C delivered by supplier} \times 0.2\%$$

Short deliveries

$$= \text{Volume @ 15 delivered by supplier} - \text{Volume @ 15 received by plant}$$

- 5.19 Any loss beyond 0.2% as determined from TS Section 5.18 above shall be deducted from Contractor/Hauler's collectibles. In case that Contractor/Hauler's collectibles are not sufficient, the Contractor/Hauler shall pay the balance within thirty (30) calendar days after receipt of NPC billing. Delayed payments shall be subject to interest based on prevailing 91-day Treasury Bill rates.
- 5.20 Risk of loss or damage including accountability to the fuel being transported and hauled shall pass from Contractor/Hauler to NPC the moment the fuel oil crosses the permanent connecting flange at the fuel storage tank receiving line at recipient plant.

TS- 6.0 NPC's RESPONSIBILITIES

- 6.1 Whenever the performance of the obligations in this Contract requires that the Contractor/Hauler obtain permits, approvals, and import and other licenses from local public authorities, NPC shall required by the Contractor/Hauler, make its best effort to assist the Contractor/Hauler in complying with such requirements in a timely and expeditious manner.
- 6.2 NPC-SPUG shall monitor, assess, and evaluate Contractor/Haulers' performance during contract implementation. Failure of Contractor/Hauler to secure satisfactory performance may result to Contractor/Hauler's suspension of its participation in NPC's subsequent tender(s).
- 6.3 NPC shall pay all costs involved in the performance of its responsibilities.
- 6.4 NPC-SPUG shall ensure that the supplier and hauler confirmed the date of loading of fuel supply as indicated in the Bill of Lading (B/L).

TS-7.0 PRICES**7.1 Purchase Price**

For and in consideration of the fuel to be supplied under this Contract and the faithful performance of the other obligations herein of Contractor/Hauler, NPC shall pay to the Contractor/Hauler in NPC's checks a price in accordance with the following formula.

$$\text{Total Hauling Cost (PHP/liter)} = \text{Basic Hauling Cost} + \text{E-VAT}$$

(Must be round-off to four decimal places)

Where:

Basic Hauling Cost = Cost of transporting NPC's fuel from supplier's depot or supplier's delivery point to the recipient NPC SPUG power plant, up to four (4) decimal places, Peso/Liter

E-VAT = Expanded Value Added Tax as provided in Republic Act No. 9337, amending the National Internal Revenue Code of 1997 as amended and BIR Revenue Regulations No. 16-2005, up to four (4) decimal places, Peso/Liter.

$$= \text{Basic Hauling Cost} \times 0.12$$

The price shall be valid for the duration of the hauling period of the contract, including any extension thereof.

7.2 Total Contract Price

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

$$\text{Total Contract Price, PHP} = \text{Total Hauling Cost} \times \text{Contract Quantity}$$

The Total Contract Price, which is in PHP based on the preceding formula shall be paid in Philippine Currency.

The Total Contract Price is expected to be fully served within the contract term. However, should there still be an available amount and volume left after the contract term, said contract term shall be extended until the full amount is consumed. **The contract extension shall not exceed a period of three (3) months after the end of the contract term.**

TS-8.0 PAYMENT

8.1 The Contractor/Hauler shall be paid for hauling services based on the volume of fuel transferred by fuel Supplier at the pick-up point and received by the recipient plant.

8.2 Should the delivery falls short of the volume turned over by fuel Supplier, only the delivered volume at the recipient plant shall be paid for the hauling services and the corresponding amount of volume loss shall be deducted from the contractor's receivables.

- 8.3 In case of any gain in volume received by the recipient plant, payment shall be computed based on the volume entrusted to the Contractor/Hauler at the pick-up point less volume of free water, corrected @ 15°C.
- 8.4 Invoicing and Documentary Requirements
- 8.4.1 The following documents shall be required for payment:
- (a) Original Letter Agreement and all documents comprising the contract (Required for 1st claim only)
 - (b) Certified True Copy of Fuel Oil Receiving Report (FORR)
 - (c) Original Statement of Account or Invoice
 - (d) Original Bill of Lading (B/L) with receipt of cargo stated in the face of the original B/L
 - (e) Certified true copy of Performance Bond with endorsement from TSID-Finance
 - (f) Computation of Volume and Amount for Payment
 - (g) Supplier's Sales Invoice (Certified True Copy)
 - (h) Supplier's Delivery Receipt/Note (Certified True Copy)
 - (i) Certificate of Acceptance
 - (j) Certificate of Local Pump Retail/Price with Picture (if applicable)
 - (k) Contract (Certified True Copy)
 - (l) Certified True Copy of Hauler's Vessel/Tank Truck Calibration Certificate (if applicable)
- 8.5 Payment Terms
- 8.5.1 All fuel hauling services completed by the Contractor/Hauler within a particular billing month shall be paid by NPC at the end of the following month, provided that all the requirements for payment stated in TS 8.4 are received by NPC not later than the seventh (7th) day of the following month. Otherwise, every day of delay in the submission of the documents, or settling a disputed bill, or due to force majeure as specified in TS-26 shall extend the payment due date for the same number of days of the delay without penalty. All other billings complying with the payment requirements, undisputed, and not affected by force majeure shall be paid on due date.
- 8.5.2 Late payments shall be subject to interest based on the ninety-one (91) day T-bill rate prevailing on the due date as issued by the Bangko Sentral ng Pilipinas (BSP) for payment until full payment is made. If the due date falls on a holiday or non-working day, payment shall be made on the succeeding business day.
- Partial payment shall be allowed for those plants where fuel is via hubs (Basco DP, Busuanga Hub, Cuyo DP, Lubang DP).
- a. Partial payment for each recipient plant shall be processed once the required volume was delivered and received at the hub. A separate Bill of Lading (BL) shall be issued to the hauler for hauling of fuel from the pick-up location (e.g. supplier's depot or terminal) up to the delivery hub and another BL will be issued for the hauling of fuel from the hub to the recipient plant. For payment of the fuel hauled from the pick-up location to the delivery hub, the hauling rates of the SPUG plant located at the delivery hub shall apply, e.g. Basco DP which serves as the fuel hub for Itbayat and Sabtang DPs.

- b. In the case of the Busuanga hub where no plant is operating, the applicable rate is 30% of the contracted hauling rate of its recipient plants.

8.6 Contract Monitoring

- 8.6.1 For contract monitoring purposes, Contractor/Hauler shall submit to end-user a monthly status of Fuel Hauling Service contract, indicating the original contracted volume and amount, hauling services rendered to date, and running balance of contracted quantity and amount.
- 8.6.2 No payment shall be paid by NPC for any hauling services rendered by Contractor/Hauler in excess of the contracted quantity or amount.

TS-9.0 MODES OF FUEL HAULING

- 9.1 The Contractor/Hauler shall utilize different means of fuel hauling depending on the specific requirements of each plant. For each mode of delivery, the Contractor/Hauler shall ensure adherence to the following conditions:

9.2 For Barge/Vessel Deliveries

- 9.2.1 The barge/tanker vessel shall be double hulled and shall comply with the requirements imposed by MARINA as enumerated.
- (a) The barge/tanker vessel shall comply with the safety requirements of the Supplier's fuel loading facilities.
 - (b) The Contractor shall employ the services of a surveyor to perform official sounding measurements of fuel on all barge compartments and to ensure integrity of the cargo by providing proper sealings.
 - (c) Broken or tampered fuel compartments seals shall be rejected.
 - (d) Prior to discharging, the recipient plant shall take temperature and density measurements of each fuel compartment. In the absence of measuring instruments, the density indicated in the Certificate of Analysis or Product Quality Certificate provided by fuel Supplier shall be used.
 - (e) In case delivery will require the use of a marathon hose to NPC's receiving facilities, the Hauler shall provide and install the same at no cost to NPC.
 - (f) The basis of payment for fuel hauling services shall be in accordance with TS-8.0
 - (g) In computing for the volume for payment, the amount of free water shall be deducted first from the measured volume at observed temperature before correcting the volume @ 15° C, which shall be the final volume and basis for payment.
- 9.2.2 In case the last delivery can accommodate at least 50% of the haulers' minimum vessel's capacity, hauler shall proceed to the delivery.

9.3 For Tank Truck/Lorry Deliveries

- 9.3.1 Tank trucks to be used by the Contractor/Hauler in the delivery of the fuel to the NPC SPUG power plants/barges shall be annually calibrated by the Industrial Technology and Development Institute (ITDI).
- 9.3.2 Fuel compartments with tampered or broken seals or whose fuel cargo levels fall below the gauge marker shall be rejected.
- 9.3.3 The volume of fuel hauled shall be determined using the tank truck gauge markers for each volume corrected to 15°C and net of free water.
- 9.3.4 The basis of payment for fuel hauling services shall be in accordance with TS-8.0
- 9.3.5 In computing for the volume for payment, the amount of free water shall be deducted first from the measured volume at observed temperature before correcting the volume @ 15°C, which shall be the final volume and basis for payment.

9.4 For Drumming/Package Deliveries

- 9.4.1 Hauler shall provide sufficient number of standard 200 – 230 liter capacity heavy duty polyethylene plastic drums, ensuring that the drums are properly cleaned, not contaminated and without damage.
- 9.4.2 The basis of payment for fuel hauling services shall be in accordance with TS-8.0
- 9.4.3 In computing for the volume for payment, the amount of free water shall be deducted first from the measured volume at observed temperature before correcting the volume @ 15°C, which shall be the final volume and basis for payment.

TS-10.0 TRANSPORTATION

- 10.1 The means of transport for hauling services from Supplier's pick-up points to the recipient plants is tabulated under Section VII Schedule of Requirements, Part II – Plants Covered by Hauling Services.
- 10.2 The Hauler ensures that the transport equipment to be used for hauling of fuel shall comply with all applicable licenses, permits and certifications from MARINA, PPA, DOTC and other government agencies and LGUs.

TS 11.0 INSPECTION AND TESTS (GCC 4)

- 11.1 For tank trucks/lorries, inspection may include integrity of gauge level to ensure conformance to calibration certificate and physical assessment of the general condition of vehicle's road worthiness and safety of the fuel cargo.
- 11.2 For vessels/barges, inspection consists of visual confirmation of the presence of safety equipment as required by MARINA, as well as physical assessment of the vessel's seaworthiness.
- 11.3 For motorized bancas, inspection includes validation of the vessel's identification vis-à-vis certificates issued by MARINA, as well as physical assessment of the vessel's seaworthiness.

TS-12.0 PICK-UP TERMINALS

- 12.1 Contractor/Hauler shall pick up the fuel cargo from the fuel supplier's terminal, depot or pick-up station indicated under Section VII Schedule of Requirements, Part II – Plants Covered by Hauling Services.
- 12.2 Should the pick-up terminal relocate to other site other than the list indicated under Section VII Schedule of Requirements, Part II– Plants Covered by Hauling Services, NPC shall immediately advise the Contractor/Hauler of the new site. If NPC or Contractor/Hauler determines that the relocation will incur substantial loss of revenue, either party may request for equitable price adjustment based on a “no-loss-no gain” principle.
- 12.3 Any changes as a result of above relocation shall be mutually agreed and the contract modified in writing.
- 12.4 If negotiation for the requested price adjustment due to relocation of pick-up terminal failed to reach an agreement, the same shall be a cause for termination of contract.

TS-13 INTEGRITY AND SAFETY OF RECEIVING PORTS

- 13.1 Accordingly, in the event that Contractor/Hauler as confirmed by NPC at any time finds that the NPC SPUG receiving port conditions are unsafe for any cargo receiving operation, Contractor/Hauler may upon notice to NPC and upon confirmation of NPC of the unsafe condition, suspend any delivery to such plant until the unsafe conditions identified by the Contractor/Hauler are corrected.
- 13.2 Contractor/Hauler, in such event, shall not be held liable under the contract for failure to deliver nor liable for any demands, actions or proceedings of third persons in connection therewith.

TS-14 SAFETY/ENVIRONMENTAL REQUIREMENTS

- 14.1 Contractor/Hauler warrants that Contractor/Hauler's vessel/tank trucks including all equipment used for hauling fuel products to NPC meets all the safety requirements and standards and has undergone the required pre-qualification process and regular safety inspection and maintenance to meet safety requirements and standards of appropriate regulatory agencies.
- 14.2 Likewise, Contractor/Hauler warrants that it has complied with all applicable laws, rules and regulations pertaining to the environment, such as but not limited to the Philippine Coast Guard Memo Circular(s) on the Prevention, Containment, Abatement and Control of Oil Marine Pollution; DENR/NPCC rules and regulations regarding prohibition on the dumping of oil waste/bilge waters; and the Laguna Lake Development Authority (LLDA) requirements (when applicable), and the Maritime Industry Authority (MARINA) requirements on vessels.
- 14.3 Contractor/Hauler shall be responsible and liable for all accidents including but not limited to oil spills attributable to Contractor/Hauler's vessels/tank trucks and/or crew, and direct costs, charges, penalties and/or damages including loss revenue, shall be for the account of Contractor/Hauler. Contractor/Hauler shall indemnify and hold NPC free and harmless from any and all claims, demands, actions or proceeding of third persons in connection therewith. Contractor/Hauler's vessels shall be equipped with the required contingency measures and equipment for oil spills, oil fires and the like.

TS-15.0 PACKAGING

- 15.1 In the case of deliveries by container drums, the Contractor/Hauler shall provide such packaging of the fuel as required to prevent spillage or contamination during transit to its final destination. The packaging should be sufficient to withstand, without limitation, rough handling during transit and open storage.

The refillable drums shall be owned and maintained by the Contractor/Hauler. The Contractor/Hauler shall retrieve empty drums after unloading its contents at the delivery point.

- 15.2 Packaged deliveries are properly sealed and with certificate of calibration duly approved by ITDI.

TS-16.0 DELAYS IN THE CONTRACTOR/HAULER'S PERFORMANCE

- 16.1 Hauling of the Oil-Based Fuel shall be made by the Contractor/Hauler in accordance with the time schedule as stated in the Bill of Lading (B/L) served by the Plant.
- 16.2 If at any time during the performance of the Contract, the Contractor/Hauler should encounter conditions impeding timely hauling of the Oil-Based Fuel, the Contractor/Hauler shall promptly notify NPC in writing of the fact of the delay, its likely duration and its cause(s).
- 16.3 As soon as practicable, after receipt of the Contractor/Hauler's notice, and upon causes provided for under TS-26, NPC shall evaluate the situation and may extend the Contractor/Hauler's time for performance, in which case the extension shall be ratified by the parties by an amendment of the Contract.
- 16.4 Except as provided under TS-26 and TS-27, a delay by the Contractor/Hauler in the performance of its delivery obligations shall render the Contractor/Hauler liable to the imposition of liquidated damages pursuant to TS-25. And if the Contractor/Hauler incurs delays of ten (10) times within the Contract Year, the Contractor/Hauler shall be given an Unsatisfactory Performance to be issued by the concerned SPUG Area(s).

TS-17.0 LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Contractor/Hauler to NPC shall not exceed the Total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing damaged NPC equipment inflicted by Contractor/Hauler.

TS-18.0 PRIVATIZATION

- 18.1 In the event that NPC's power plant or barge ceases operations due to a New Power Provider (NPP) take over in a certain area, permanent connection to the main grid, damage through accidents or natural disasters and other reasonable causes, NPC has the option to assign the contract of the affected power plant/barge to other NPC power plants/barges.

18.2 In the event that the ownership, possession or operation of NPC power plant or barge is transferred to another entity or management of fuel is transferred to another entity as a result of privatization or New Power Provider (NPC) operates at SPUG area, any of the following shall govern, at the option of NPC;

a) The contractual obligations of NPC under this Contract shall be transferred to the new owner/operator of the power plant/barge subject to the written consent of the Contractor/Hauler and the new owner/operator of the power plant/barge.

Should the consent of the Contractor/Hauler and the new owner/operator of the power plant/barge cannot be secured, the contract shall cease to have force and effect.

b) Pre-termination of the Contract, provided that written notice is given by NPC to the Contractor/Hauler at least thirty (30) days prior to its termination.

c) Assign the contract to any of the NPC power plants or barges.

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

TS-19.0 NON-WAIVER OF RIGHTS

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

TS-20.0 SUBMITTAL OF CLAIMS

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

TS-21.0 PERFORMANCE SECURITY

21.1 The Performance Security is to be valid for the duration of the contract, plus sixty (60) days after the last delivery period unless otherwise the delivery schedule is amended. Any extension thereof shall likewise be covered by a performance security.

TS-22.0 TRANSFER OF CUSTODY AND RISK

22.1 As NPC's deputized representative, the Contractor/Hauler is authorized to receive the fuel from fuel Supplier and assume its custody while in transit.

22.2 While the fuel is under its custody, the Contractor/Hauler shall assume the risk of ensuring the integrity and security of the fuel, including third party liabilities and environmental risks as a result of accidents, oil spill and other causes attributed to Contractor/Hauler's negligence or fault.

- 22.3 Custodianship of fuel and assumption of risk will be passed on to NPC once the Contractor/Hauler unloads the fuel and crosses the flange connection at the SPUG plant/power barge fuel receiving facilities.

TS-23.0 ADJUSTMENT OF HAULING SERVICES

- 23.1 NPC thru Fuel Contract Management Division has the option to adjust the hauling services allocated to each plant within the Contract/Lot subject to applicable provisions Revised IRR of RA 9184 on Amendment to Order. The Contractor/Hauler shall comply with the written notice within 48 hours from receipt.
- 23.2 The hauling rate of the recipient of additional hauling services shall be used in computing for the cost of services transferred and rendered.
- 23.3 Transfer of hauling services between plants with different Contractors/Haulers is not allowed.
- 23.4 In case a power barge is transferred to a location where a power plant/barge is already existing and operating with a fuel hauling services from the same Contractor/Hauler, the cost of hauling services of the existing power plant/barge shall be used as reference for payment of fuel hauling services to the transferred power barge.
- 23.5 If during the contract implementation, NPC has the option to consider a new or alternate delivery point not included in the contract by way of Amendment to Order. The volume shall be taken from any of the delivery points covered by the hauler's contract, the fuel hauling cost shall be subject to negotiation.
- 23.6 The transfer of fuel hauling services shall not be limited to the power plants/delivery points as specified in the contract. Transfer of fuel deliveries can be executed from fuel hauling services contract to another provided that the said contract belong to the same Contractor/Hauler and being implemented on the same year. Provided further that before any transfer may be made from one contract to the other, the quantity and/or amount of fuel hauling services of the recipient power plant/delivery point has already reached the critical level.

The amended contract quantity and total contract price of the recipient and source plants/delivery points should not be exceeded. Hence, no payment shall be made for fuel hauling services in excess of the amended contract quantities and total contract prices of the concerned power plants/delivery points.

TS-24.0 QUANTITY DETERMINATION

- 24.1 Contractor/Hauler's fuel transport equipment including tank trucks/lorries and barges/vessels shall not be allowed to be utilized for hauling services unless each has valid calibration certificate.
- 24.1.1 Tank trucks/lorries shall have valid calibration certificates of one (1) year.
- 24.1.2 Barges/Vessel shall have valid calibration certificate of five (5) years.
- 24.2 The following protocol shall govern in determining the basis of volume hauled for purposes of payment of hauling services:

- 24.2.1 Unloading of Fuel from Contractor/Hauler's Barge/Vessel to SPUG Fuel Storage Tank –
- (a) SPUG plant's fuel storage tank figure shall prevail provided its calibration certificate is within the five (5) - year validity period and provided further that the storage tank is isolated during the entire unloading activity.
 - (b) If SPUG plant's fuel storage tank is not calibrated or if calibration certificate is beyond the five (5) – year validity period, or not isolated, Contractor/Hauler's barge/vessel figure shall prevail.
 - (c) If both Contractor/Hauler's Barge/Vessel and SPUG plant's fuel storage tank have valid calibration certificates, the lesser figure shall prevail.
 - (d) If both Contractor/Hauler's Barge/Vessel and SPUG plant's fuel storage tank are both not calibrated or if calibration certificate is beyond the five (5) year validity period, or not isolated, SPUG plant's fuel storage tank shall prevail.
- 24.2.2 Unloading of Fuel from Contractor/Hauler's Tank Truck/Lorry to SPUG Fuel Storage Tank –
- (a) SPUG plant's fuel storage tank figure shall prevail provided its calibration certificate is within the five (5) - year validity period. And provided further that the storage tank is isolated during the entire unloading activity.
 - (b) If SPUG plant's fuel storage tank is not calibrated or if calibration certificate is beyond the five (5) – year validity period, or not isolated, the volume of fuel at Contractor/Hauler's Tank Truck/Lorry shall prevail.
 - (c) If both Contractor/Hauler's Tank Truck/Lorry and SPUG plant's fuel storage tank have valid calibration certificates, the lesser figure shall prevail.
 - (d) If both Contractor/Hauler's Tank Truck/Lorry and SPUG plant's fuel storage tank are both not calibrated or if calibration certificate is beyond the five (5) year validity period, or not isolated, SPUG plant's fuel storage tank shall prevail.
- 24.2.3 Unloading of Fuel from Drums to SPUG Fuel Storage Tank
- (a) SPUG plant's fuel storage tank figure shall prevail.
- 24.2.4 Unloading of Fuel from Contractor/Hauler's Barge/Vessel to SPUG Power Barge Fuel Storage Tank Compartment –
- (a) SPUG Power Barge's Fuel Storage Tank Compartment figure shall prevail provided its calibration certificate is within the five (5) year validity period and provided further that the barge storage tank compartment is isolated during the entire unloading activity.
 - (b) If SPUG Power Barge's Fuel Storage Tank Compartment is not calibrated or if calibration certificate is beyond the five (5) – year validity period, or not isolated, Contractor/Hauler's barge/vessel figure shall prevail.
 - (c) If both Contractor/Hauler's Barge/Vessel and SPUG Power Barge Fuel Storage Tank Compartment have valid calibration certificates, the lesser figure shall prevail.

- (d) If both Contractor/Hauler's Barge/Vessel and SPUG Power Barge Fuel Storage Tank Compartment are both not calibrated or if calibration certificate is beyond the five (5) year validity period, or not isolated, SPUG Power Barge Fuel Storage Tank Compartment shall prevail.

24.2.5 Unloading of Fuel from Contractor/Hauler's Tank Truck/Lorry to SPUG Power Barge -

- (a) SPUG Power Barge's Fuel Storage Tank shall prevail provided its calibration certificate is within the five (5) - year validity period and provided further that the Power Barge storage tank is isolated during the entire unloading activity.
- (b) If SPUG Power Barge's Fuel Storage Tank is not calibrated or if calibration certificate is beyond the five (5) – year validity period, or not isolated, Contractor/Hauler's Tank Truck/Lorry figure shall prevail.
- (c) If both Contractor/Hauler's Tank Truck/Lorry and SPUG Power Barge's Fuel Storage Tank have valid calibration certificates, the lesser figure shall prevail.
- (d) If both Contractor/Hauler's Tank Truck/Lorry and SPUG Power Barge's Fuel Storage Tank are both not calibrated or if calibration certificate is beyond the five (5) year validity period, or not isolated, SPUG Power Barge's Fuel Storage Tank shall prevail.

TS-25.0 LIQUIDATED DAMAGES

Subject to TS-16 and TS-26, if the Contractor/Hauler fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to TS-28, without prejudice to other courses of action and remedies open to it.

A. Delayed Delivery

Penalty = Undelivered Quantity, liters x Cost per Liter, PhP/liter x 0.01% x no of days of delay

B. Loss of Revenue

Penalty = Unserve Energy, kwh x NPC SAGR, PhP/kwh

TS-26.0 FORCE MAJEURE

26.1 The Contractor/Hauler shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Contractor/Hauler's delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure.

26.2 For purposes of this Contract the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Contractor/Hauler could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor/Hauler. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

26.3 If a force majeure situation arises, the Contractor/Hauler shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

TS-27.0 CONTRACT AMENDMENT

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

TS-28.0 TERMINATION FOR DEFAULT

28.1 The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside of force majeure, the Contractor/Hauler fails to deliver or perform any or all of the Goods or Services within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Contractor/Hauler prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

28.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under Clauses TS 28 to 31, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor/Hauler shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Contractor/Supplier shall continue performance of this Contract to the extent not terminated.

28.3 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Contractor/Hauler, the Procuring Entity may terminate this Contract, forfeit the Contractor/Hauler's performance security and award the same to a qualified Contractor/Hauler.

TS-29.0 TERMINATION FOR INSOLVENCY

The Procuring Entity shall terminate this Contract if the Contractor/Hauler is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor/Hauler, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor/Hauler.

TS-30 TERMINATION FOR CONVENIENCE

- 30.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 30.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Contractor/Hauler's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- a. to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - b. to cancel the remainder and pay to the Contractor/Hauler an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Contractor/Hauler.
- 30.3 If the Contractor/Hauler suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a quantum meruit basis. Before recovery may be made, the fact of loss must be established under oath by the Contractor/Hauler to the satisfaction of the Procuring Entity before recovery may be made.

TS-31.0 TERMINATION FOR UNLAWFUL ACTS

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

- (a) *Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);*
- (b) *Drawing up or using forged documents;*
- (c) *Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and*
- (d) *Any other act analogous to the foregoing.*

TS-32.0 PROCEDURE FOR TERMINATION OF CONTRACTS

32.1 The following provisions shall govern the procedures for termination of this Contract:

- (a) *Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify*

the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Contractor/Hauler conveying the termination of this Contract. The notice shall state:
 - i. that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;*
 - ii. the extent of termination, whether in whole or in part;*
 - iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and*
 - iv. special instructions of the Procuring Entity, if any.**
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;*
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor/Hauler shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Contractor/Hauler fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;*
- (e) The Procuring Entity may, at any time before receipt of the Contractor/Hauler's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor/Hauler's receipt of the notice;*
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor/Hauler of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Contractor/Hauler of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;*
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and*
- (h) The Contractor/Hauler must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.*

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

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

**ADDITIONAL FUEL HAULING SERVICES REQUIREMENT FOR CY 2023
APPROVED BUDGET FOR CONTRACT (ABC) FOR BIDDING**

RECIPIENT PLANT	Volume, Liters	Basic Hauling Rate (PhP/Liter)	12% E-VAT (PhP/Liter)	Total Hauling Cost (PhP/Liter)	Approved Budget for the Contract (ABC), Pesos
A. DIESEL FUEL OIL					
Lot 1 - Eastern Visayas					
1 Biri DPP	123,000	5.6880	0.6826	6.3706	783,584.00
2 Maripipi DPP	124,000	6.4007	0.7681	7.1688	888,932.00
3 Tagapul-an DPP	56,000	9.1932	1.1032	10.2964	576,599.00
4 Zumarraga DPP	52,000	5.2088	0.6251	5.8339	303,363.00
5 Almagro DPP	48,000	8.1381	0.9766	9.1147	437,506.00
6 Sto. Niño DPP	52,000	6.7982	0.8158	7.6140	395,928.00
7 Capul DPP	146,000	5.5009	0.6601	6.1610	899,506.00
8 San Antonio DPP	142,000	6.2641	0.7517	7.0158	996,244.00
Total Lot 1	743,000				5,281,662.00
Lot 2 - Sulu					
1 Jolo DPP	5,507,000	8.3207	0.9985	9.3192	51,320,835.00
2 Pandami DPP	12,000	11.9371	1.4325	13.3696	160,436.00
3 Siasi DPP	462,000	8.6862	1.0423	9.7285	4,494,567.00
Total Lot 2	5,981,000				55,975,838.00
Lot 3 - Tawi-Tawi					
1 Balimblng DPP	249,000	12.3717	1.4846	13.8563	3,450,219.00
2 Languyan DPP	10,000	9.3751	1.1250	10.5001	105,001.00
3 Manuk Mankaw DPP	1,000	13.9257	1.6711	15.5968	15,597.00
4 Sibutu DPP	187,000	15.1493	1.8179	16.9672	3,172,867.00
5 West Simunul DPP	180,000	13.5936	1.6312	15.2248	2,740,464.00
6 Sitangkay DPP	162,000	15.4689	1.8563	17.3252	2,806,683.00
7 Tandubanak DPP	218,000	15.4775	1.8573	17.3348	3,778,987.00
8 Tandubas DPP	116,000	9.3868	1.1264	10.5132	1,219,532.00
9 Mapun DPP	115,000	16.1839	1.9421	18.1260	2,084,490.00
Total Lot 3	1,238,000				19,373,840.00
TOTAL DFO	7,962,000				80,631,340.00

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

***(PART II – PLANTS COVERED BY
HAULING SERVICES)***

NATIONAL POWER CORPORATION
ADDITIONAL FUEL HAULING SERVICES REQUIREMENT FOR CY 2023
PLANTS COVERED BY HAULING SERVICES

RECIPIENT PLANT	Fuel Volume to be Hauled for CY 2023 (Liters)	HAULER'S DELIVERY POINT	FUEL DELIVERY PICK-UP POINT	MODES OF HAULING	MEANS OF TRANSPORT
A. DIESEL FUEL OIL (DFO)					
Lot 1 - Eastern Visayass					
1 Biri DPP	123,000	Brgy. Sto. Niño, Biri, Northern Samar	Lavezares Pier, Northern Samar	Drumming	a) Motor Banca
2 Maripipi DPP	124,000	Maripipi, Biliran	Kawayan Pier, Biliran		
3 Tagapul-an DPP	56,000	Brgy. Poblacion, Tagapul-an, Samar	Maginoo Port or Cataingan Pier, Calbayog City		
4 Zumarraga DPP	52,000	Brgy. Mombon, Zumarraga, Samar	Catbalogan City Pier, Samar		
5 Almagro DPP	48,000	Brgy. Panjobjoban, Almagro, Samar	Calbayog City Pier, Samar		
6 Sto. Niño DPP	52,000	Basud, Sto Niño, Western Samar			
7 Capul DPP	146,000	Capul, Northern Samar	Victoria Pier, Northern Samar		
8 San Antonio DPP	142,000	Brgy. Ward III, San Antonio, Northern Samar			
Total Lot 1	743,000				
Lot 2 - Sulu					
1 Jolo DPP	5,507,000	Jolo DPP, Bus-bus, Jolo, Sulu	Zamboanga City Pier/Depot	Bulk	a) Barge/Tanker b) Tank Truck
2 Pandami DPP	12,000	Pangutaran, Sulu (5 km from local wharf to plantsite)		Bulk & Drumming	a) Barge/Tanker b) Truck & c) Motor Banca
3 Siasi DPP	462,000	Luuk, Sulu		Bulk & Drumming	a) Barge/Tanker b) Truck
Total Lot 2	5,981,000				

NATIONAL POWER CORPORATION
ADDITIONAL FUEL HAULING SERVICES REQUIREMENT FOR CY 2023
PLANTS COVERED BY HAULING SERVICES

RECIPIENT PLANT	Fuel Volume to be Hauled for CY 2023 (Liters)	HAULER'S DELIVERY POINT	FUEL DELIVERY PICK-UP POINT	MODES OF HAULING	MEANS OF TRANSPORT
Lot 3 - Tawi-Tawi					
1 Balimbing DPP	249,000	Batu-batu, Balimbing, Tawi-tawi (0.5 km from local wharf to plantsite)	Zamboanga City Pier/Depot	Bulk	a) Barge/Tanker b) Truck
2 Languyan DPP	10,000	Languyan, Tawi-Tawi (1.5 km from local wharf to plantsite)		Bulk & Drumming	a) Barge/Tanker b) Truck & c) Motor Banca
3 Manuk Mankaw DPP	1,000	Manuk-mankaw, Siminul, Tawi-Tawi (2.0 km from local wharf to plantsite)			a) Barge/Tanker b) Truck
4 Sibutu DPP	187,000	Sibutu, Sitangkay, Tawi-Tawi (0.7 km from local wharf to plantsite)			a) Barge/Tanker b) Truck & c) Motor Banca
5 West Simunul DPP	180,000	Simunul, Tawi-Tawi (0.5 km from local wharf to plantsite)			a) Barge/Tanker b) Motor Banca
6 Sitangkay DPP	162,000	Sitangkay, Tawi-Tawi (3.0 km from local wharf to plantsite)			a) Barge/Tanker b) Truck
7 Tandubanek DPP	218,000	Taungoh, Sibutu, Tawi-Tawi (20.0 km from local wharf to plantsite)			a) Barge/Tanker b) Motor Banca
8 Tandubas DPP	116,000	Tandubas, Tawi-Tawi			a) Tank Truck b) Motor Banca
9 Mapun DPP	115,000	Mahalu, Mapun, Tawi-Tawi (3.0 km from local wharf to plantsite)			
Total Lot 3	1,238,000				
TOTAL DFO	7,962,000				

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

(PART III – BID PRICE PROPOSAL FORM)

ADDITIONAL FUEL HAULING SERVICES REQUIREMENT FOR CY 2023
BID PRICE PROPOSAL FORM

RECIPIENT PLANT	Volume, Liters	Basic Hauling Rate (Php/Liter)	12% E-VAT (Php/Liter)	Total Hauling Cost (Php/Liter)	Total Cost (Php)
A	B	C	D	E	F
A. DIESEL FUEL OIL					
Lot 1 - Eastern Visayas					
1 Biri DPP	123,000				
2 Maripipi DPP	124,000				
3 Tagapul-an DPP	56,000				
4 Zumarraga DPP	52,000				
5 Almagro DPP	48,000				
6 Sto. Niño DPP	52,000				
7 Capul DPP	146,000				
8 San Antonio DPP	142,000				
Total Lot 1	743,000				
Lot 2 - Sulu					
1 Jolo DPP	5,507,000				
2 Pandami DPP	12,000				
3 Siasi DPP	462,000				
Total Lot 2	5,981,000				
Lot 3 - Tawi-Tawi					
1 Balimbing DPP	249,000				
2 Languyan DPP	10,000				
3 Manuk Mankaw DPP	1,000				
4 Sibutu DPP	187,000				
5 West Simunul DPP	180,000				
6 Sitangkay DPP	162,000				
7 Tandubanak DPP	218,000				
8 Tandubas DPP	116,000				
9 Mapun DPP	115,000				
Total Lot 3	1,238,000				
TOTAL DFO	7,962,000				

Notes:

- 1) Any bid amount more than the Approved Budget for the Contract (ABC) as indicated in Section VII - Schedule of Requirements, Part I - Approved Budget for the Contract shall be disqualified.
- 2) All delivery points under each lot shall include/contain price offers, otherwise the bid shall be disqualified for that particular lot.
- 3) For every entry under each column:
 - Column A: Refer to Attachment "A" for locations of each delivery point/plant.
 - Column B: The required volume of fuel to be hauled for each plant with pick-up points indicated under Section VII - Schedule of Requirements, Part I - Approved Budget for the Contract
 - Column C: The Contractor's Basic Hauling Rate before application of E-VAT and must be rounded to 4 decimal places.
 - Column D: Mandatory E-VAT (pursuant to RA 9337 and Revenue Regulation No. 16-2005).
E-VAT = 12% of C, must be rounded to 4 decimal places
 - Column E: Refer to the Total hauling Cost, the sum of Basic Hauling Rate and E-VAT
Total Hauling Cost = C + D, must be rounded to 4 decimal places.
 - Column F: Total Cost for plant requirements.
Total Cost = B x E, must be rounded to 0 decimal place.

Prepared by:

SIGNATURE OVER PRINTED NAME
Position

Company Name

Date

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

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

ADDITIONAL FUEL HAULING SERVICES REQUIREMENT FOR CY 2023
BID SECURITY REQUIREMENT

RECIPIENT PLANT	Volume (Liters)	Approved Budget for the Contract (ABC), Pesos	Bid Security, Peso	
			(a) Two Percent (2%) of ABC	(b) Five Percent (5%) of ABC
A. DIESEL FUEL OIL				
Lot 1 - Eastern Visayas				
1 Biri DPP	123,000	783,584.00	15,671.68	39,179.20
2 Maripipi DPP	124,000	888,932.00	17,778.64	44,446.60
3 Tagapul-an DPP	56,000	576,599.00	11,531.98	28,829.95
4 Zumarraga DPP	52,000	303,363.00	6,067.26	15,168.15
5 Almagro DPP	48,000	437,506.00	8,750.12	21,875.30
6 Sto. Niño DPP	52,000	395,928.00	7,918.56	19,796.40
7 Capul DPP	146,000	899,506.00	17,990.12	44,975.30
8 San Antonio DPP	142,000	996,244.00	19,924.88	49,812.20
Total Lot 1	743,000	5,281,662.00	105,633.24	264,083.10
Lot 2 - Sulu				
1 Jolo DPP	5,507,000	51,320,835.00	1,026,416.70	2,566,041.75
2 Pandami DPP	12,000	160,436.00	3,208.72	8,021.80
3 Siasi DPP	462,000	4,494,567.00	89,891.34	224,728.35
Total Lot 2	5,981,000	55,975,838.00	1,119,516.76	2,798,791.90
Lot 3 - Tawi-Tawi				
1 Balimbing DPP	249,000	3,450,219.00	69,004.38	172,510.95
2 Languyan DPP	10,000	105,001.00	2,100.02	5,250.05
3 Manuk Mankaw DPP	1,000	15,597.00	311.94	779.85
4 Sibutu DPP	187,000	3,172,867.00	63,457.34	158,643.35
5 West Simunul DPP	180,000	2,740,464.00	54,809.28	137,023.20
6 Sitangkay DPP	162,000	2,806,683.00	56,133.66	140,334.15
7 Tandubanak DPP	218,000	3,778,987.00	75,579.74	188,949.35
8 Tandubas DPP	116,000	1,219,532.00	24,390.64	60,976.60
9 Mapun DPP	115,000	2,084,490.00	41,689.80	104,224.50
Total Lot 3	1,238,000	19,373,840.00	387,476.80	968,692.00
TOTAL DIESEL FUEL OIL	7,962,000	80,631,340.00	1,612,626.80	4,031,567.00

SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

TABLE OF CONTENTS

NPCSF-GOODS-01	- Checklist of Technical and Financial Envelope Requirements for Bidders
NPCSF-GOODS-02	- List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started
NPCSF-GOODS-03	- Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid
NPCSF-GOODS-04	- Computation of Net Financial Contracting Capacity (NFCC)
NPCSF-GOODS-05	- Joint Venture Agreement
NPCSF-GOODS-06a	- Form of Bid Security : Bank Guarantee
NPCSF-GOODS-06b	- Form of Bid Security : Surety Bond
NPCSF-GOODS-06c	- Bid Securing Declaration Form
NPCSF-GOODS-07	- Omnibus Sworn Statement (Revised)
NPCSF-GOODS-08	- Bid Letter
NPCSF-GOODS-09	- Letter of Guarantee
Sample Form	- 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 of the largest lot where the bidder is going to bid (*NPCSF-GOODS-03*) complete with the following supporting documents:

1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

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

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

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 the Section VI - Technical Specifications (if any or if applicable)
- Complete eligibility documents of the proposed subcontractor, if any
- Letter of Guarantee

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 two (2) copies of the first and second components of its Bid, marked **Original** and photocopy. Only the original copy will be read and considered for the bid. Any misplaced documents outside of the **Original** copy will not be considered. The photocopy is ONLY FOR REFERENCE.
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 of Percent (%) Accomplishment and Satisfactory Performance as of the date of bidding coming from project owner/client.

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 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.	₱
2.	₱

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____ 2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

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

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

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURES(S) _____

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

SEAL _____ SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

**BID-SECURING DECLARATION
 ADDITIONAL FUEL HAULING SERVICES TO
 SPUG POWER PLANTS AND BARGES FOR CY 2023**

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

*I/We*¹, 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 **ADDITIONAL FUEL HAULING SERVICES TO SPUG POWER PLANTS AND BARGES FOR CY 2023 (PR NO. HO-FMG23-009)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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

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

[name and signature of authorized signatory]

[in the capacity of]

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

Standard Form No. NPCSF-GOODS-09

(Bidder's Letterhead)

Date

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

SUBJECT: Letter of Guarantee

Gentlemen:

We hereby guarantee to provide fuel hauling services to the following Project Site/Lot(s) as follows:

(Indicate all the project sites/lot(s) to be bid upon)

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

Very truly yours,

(Name & Signature)
(Designation)

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