

**NATIONAL POWER CORPORATION**  
Diliman, Quezon City

**TERMS OF REFERENCE**  
**EMERGENCY PROCUREMENT OF ADDITIONAL FUEL**  
**HAULING SERVICES TO SPUG POWER PLANTS AND**  
**BARGES (LOT 2 – SULU AND LOT 3 – TAWI-TAWI)**

PR. NO. HO-FMG23-010

**ALTERNATIVE MODE OF PROCUREMENT**  
**(NEGOTIATED PROCUREMENT – EMERGENCY CASES)**

**OCTOBER 2023**



**National Power Corporation**  
**NEGOTIATED PROCUREMENT**  
**NP 2023-0013**

- 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-Nego Conference	Bid Submission / Opening	ABC
HO-FMG23-010 / EC231018-NA00343  Emergency Procurement of Additional Fuel Hauling Services to SPUG Power Plants and Barges (Lot 2 - Sulu and Lot 3 - Tawi-Tawi)	Hauling / Transport / Chartering of Dangerous and/or Hazardous Liquids / Products by land or water	17 October 2023 9:30 AM	18 October 2023 9:30 AM	₱ 59,965,706.00

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

- The NPC now invites Bids for Items listed above. Delivery of the items is required within **(see table below)** in the Technical Specifications in the Terms of Reference. Bidders should have completed from the date of submission and receipt of bids, a contract similar to the Project., must be at least equivalent to an amount as stated in the Terms of Reference.

PR Nos./PB Ref Nos.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-FMG23-010	Two (2) Months	Five (5) Years

- Bidding will be conducted through Negotiated Procurement procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
- Interested bidders may obtain further information from BAC Secretariat at the address given below during office hours.
- A complete set of TOR will be provided to the interested Bidders from the address below. It may also be downloaded from the websites of the Philippine Government Electronic Procurement System (PhilGEPS) <http://www.philgeps.gov.ph> and National Power Corporation <http://www.napocor.gov.ph>.

6. NPC will hold a Pre-Negotiation Conference on the date, time and venue stated above.

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 Kaňao Room, NPC subject to the following:

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate
  - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
  - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
  - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be delivered to the address below on the date stated above. Late bids shall not be accepted.
8. NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

**Bids and Contracts Services Division,  
Logistics Department**  
BIR Road cor. Quezon Avenue  
Diliman, Quezon City  
Tel Nos.: 8924-5211 and  
8921-3541 local 5564  
Fax No.: 8922-1622  
Email: [bcsd@napocor.gov.ph](mailto:bcsd@napocor.gov.ph)



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

**NATIONAL POWER CORPORATION**  
Diliman, Quezon City

TERMS OF REFERENCE FOR THE  
ADDITIONAL FUEL HAULING SERVICES TO SPUG POWER PLANTS AND BARGES  
FOR CY 2023

(PR. NO. HO-FMG23-010)

ALTERNATIVE MODE OF PROCUREMENT  
(NEGOTIATED PROCUREMENT – EMERGENCY CASES)

**1. Quantity of Fuel and Approved Budget for the Contract (ABC) of Hauling Services**

Power Plants	Fuel Volume to be Hauled (Liters)	Approved Budget for the Contract (ABC), Pesos
<b>A. DIESEL FUEL OIL</b>		
<b>Lot 2 – Sulu</b>		
Jolo DPP	4,506,600.00	41,997,907.00
Pandami DPP	12,000.00	160,436.00
Siasi DPP	348,400.00	3,389,409.00
<b>Total Lot 2</b>	<b>4,867,000.00</b>	<b>45,547,752.00</b>
<b>Lot 3 – Tawi-Tawi</b>		
Balimbing DPP	217,300.00	3,010,974.00
Languyan DPP	10,000.00	105,001.00
Manuk Mangkaw DPP	1,000.00	15,597.00
Sibutu DPP	156,300.00	2,651,973.00
West Simunul DPP	127,700.00	1,944,207.00
Sitangkay DPP	92,000.00	1,593,918.00
Tandubanak DPP	180,200.00	3,123,731.00
Tandubas DPP	77,800.00	817,927.00
Mapun DPP	63,700.00	1,154,626.00
<b>Total Lot 3</b>	<b>926,000.00</b>	<b>14,417,954.00</b>
<b>TOTAL DIESEL FUEL OIL</b>	<b>5,793,000.00</b>	<b>59,965,706.00</b>

*Mode of Award is Lot Award. Bidders shall bid for all the delivery points under each lot, otherwise the bid shall be disqualified for that lot. The details of the computation of the ABC are attached as Attachment "B".*

## **2. Source of Funds**

Approved Corporate Operating Budget of NPC.

## **3. Documents to be Submitted.**

The documents to be submitted are indicated below. The details are provided on Attachment "C" – Checklist of Documentary Requirements.

### **1.1 Eligibility Documents**

- a. 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.
- b. In case 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 2016 Revised IRR of RA 9184.

### **1.2 Technical Documents.**

- a. Letter of Guarantee (Attachment "D").
- b. Omnibus Sworn statement in accordance with Section 25.2 (a) (viii) of the 2016 Revised IRR of R.A. 9184 and using the form prescribed in Attachment "E".
- c. The Bidder must have completed, within ten (10) years prior to the deadline for the submission and receipt of bids, at least one contract that is similar to this project, the value of which when adjusted to current prices using Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty (50) percent of the ABC of the largest lot where the bidder is going to bid.

Statement of the Bidder's Single Largest Completed Contract, using form prescribed in Attachment "F", to be submitted during the bid opening and with the following supporting documents:

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

Similar contract shall refer to Hauling/Transport/Chartering of dangerous and/or hazardous liquids/products by land or water.

### **1.3 Financial Document**

- a. Price Proposal Letter (Attachment "G") and
- b. Price Proposal Form (Attachment "H").

#### **4. Submission of Proposal**

The Contractor/Hauler shall submit their Proposal through their authorized representative using the appropriate Forms as provided herein on or before the deadline as specified in the Invitation to Price Proposal and in sealed envelopes addressed to the Chairman, Bids and Awards Committee, NPC.

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronics 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.

#### **5. Deadline for Submission of Proposal**

The Proposal shall be submitted at the date, time and venue as specified in the Invitation for Negotiated Procurement, Emergency Cases.

#### **6. Price Proposal**

The Contractor/Hauler shall complete the appropriate Price Proposal Form included herein, stating the unit price per item and the total amount.

Prices quoted by the Contractor/Hauler shall be fixed during the Contractor/Hauler's performance of the contract and not subject to variation or price escalation on any account. A Price Proposal submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. All Price Proposals shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation.

#### **7. Evaluation of Price Proposals**

7.1 The NPC BAC will undertake the detailed evaluation of the Price Proposal submitted.

7.2 The NPC BAC shall consider the following in the evaluation of price proposal.

- (a) Completeness. Price proposal not addressing or providing all of the required items in the Price Proposal Form, shall be considered non-responsive. 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 a "-" (dash) for the said item would mean that it is being offered for free to NPC; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper determination of total contract prices. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

7.3 The NPC BAC's evaluation of price proposals shall only be based on the Price Proposal Letter which includes the Bid Price Proposal Form. Total Contract Prices which exceed the ABC shall not be considered.

7.4 Contractors/Haulers are required to include in their price proposals the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties.

**8. Post-Qualification**

The NPC BAC shall determine to its satisfaction whether the Contractor/Hauler complies with and is responsive to all the requirements and conditions specified in Clauses 3 and 7 of this TOR.

The Contractor/Hauler shall submit the following documentary requirements for post-qualification:

- a. Copy of latest Annual Income Tax Return duly stamped and received by the BIR and duly validated with the tax payments made thereon;
- b. Copy of Business Tax Return / Quarterly / Monthly Value-Added Tax Return (BIR Form No. 2550-Q) duly stamped and received by the BIR and duly validated with the tax payments made thereon. The Business Tax Return / Value-Added Tax Return shall be for the last six (6) consecutive months, the latest of which shall not be earlier than three (3) months preceding the eligibility submission. The Business Tax Returns / Value-Added Tax Returns shall either be quarterly, monthly or combination of both provided that the above requirement is complied.

**9. Performance Security**

Upon issuance of the Notice of Award, the Contractor/Hauler shall post the required performance security in any of the following forms:

Form	Amount, PhP
a) <b>Cash, Manager's/Cashier's Check issued by a Universal or Commercial Bank.</b>	<b>5% of the Total Contract Price</b>
b) <b>Bank Draft/Guarantee or Irrevocable Letter of Credit issued by a Universal Bank or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</b>	<b>5% of the Total Contract Price</b>
c) <b>Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</b>	<b>30% of the Total Contract Price</b>

The proceeds of the performance security shall be payable to NPC as compensation for any loss of revenue, damages, penalties or incidental expenses resulting from failure of the Contractor/Hauler to perform its obligations under this Contract.

## **10. Force Majeure**

- 10.1 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 its delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure.
- 10.2 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.
- 10.3 If a *force majeure* situation arises, the Contractor/Hauler shall promptly notify the NPC in writing of such condition and the cause thereof. Unless otherwise directed by the NPC in writing, the Contractor/Hauler 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*.

## **11. Contract Amendment**

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

## **12. Scope of Work**

- 12.1 Fuel Hauling services as specified herein is summarized as follows:
- 12.1.1 Supply of labor, supervision, and provision of conveyances, equipment, materials and instruments for the duration of the hauling services contract.
  - 12.1.2 Conduct of required volume determination of fuel to be hauled at the Contractor/Hauler’s pick-up point and at the recipient plant.
  - 12.1.3 Receipt of fuel to be withdrawn and hauled from Supplier’s designated source/pick-up location and safe delivery of the same to the designated NPC recipient plant.
  - 12.1.4 Transfer of fuel from tanker/tank truck/drums to the fuel storage tanks at the receiving plants.



12.1.5 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.

### **13. Contract Period and Location**

- 13.1 The contract duration shall cover the period of two (2) months or until the contracted volume of fuel to be hauled is fully served.
- 13.2 The delivery points and pick-up points for fuel hauling services are indicated in Attachment "A" – Plants Covered by Hauling Services.

### **14. Hauling Guidelines**

- 14.1 The hauling of the oil-based fuel shall be made by the Contractor/Hauler in accordance with the guidelines as stated below;
- 14.2 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.
- 14.3 Acting as NPC's representative, the Contractor/Hauler is deputized to receive the fuel from the Supplier. The presence of NPC or SPUG personnel during turn-over of fuel from Supplier to NPC's Contractor/Hauler is optional.
- 14.4 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 Clause 30, should the Contractor/Hauler incur delay in obtaining vessel acceptance by the said Supplier.
- 14.5 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 and the date of loading shall be indicated in the B/L. 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.
- 14.6 The Contractor/Hauler shall ensure berthing permit and shall be responsible for all taxes, duties and other fees imposed by port authorities.
- 14.7 At the pick-up point of fuel, the Contractor/Hauler shall present proper identification papers to the fuel Supplier for validation.

- 14.8 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.
- 14.9 The Contractor/Hauler shall proceed with loading of fuel to the vessel/tank truck or transfer of fuel to the prescribed container/drum.
- 14.10 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.
- 14.11 The volume of fuel (net of free water) corrected at 15°C to be entrusted to the Contractor/Hauler by Supplier shall be mutually conformed and acknowledged by representatives of both parties.
- 14.12 The Contractor/Hauler shall immediately transport the fuel to the recipient plant using the required mode of delivery.
- 14.13 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.
- 14.14 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.
- 14.15 For drumming the Contractor/Hauler shall transfer the fuel content to the fuel storage tanks using appropriate transfer pumps provided by the Contractor/Hauler.
- 14.16 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.
- 14.17 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.

$$\text{Volume @ 15°C} = \text{Volume @ air} \times \text{Volume Correction Factor (Vcf)}$$

*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/m<sup>3</sup>.*

- 14.18 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:

- 14.18.1 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.
- 14.18.2 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.
- 14.18.3 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.
- 14.18.4 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 Supplier.
- 14.18.5 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**

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

- 14.19 Any loss beyond 0.2% as determined from Clause 14.18 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.
- 14.20 Risk of loss or damage including accountability to the fuel being transferred 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.

**15. NPC's Responsibilities**

- 15.1 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.

- 15.2 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).
- 15.3 NPC shall pay all costs involved in the performance of its responsibilities.
- 15.4 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).

## **16. Prices**

### **16.1 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 Contractor/Hauler in NPC's checks a price in accordance with the following formula.

**Total Hauling Cost (PHP/liter) = Basic Hauling Cost + EVAT**  
(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.

= **Basic Hauling Cost x 0.12**

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

### **16.2 Total Contract Price**

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

**Total Contract Price, PHP = Total Hauling Cost x 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.

## **17. Payment**

17.1 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.

17.2 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.

17.3 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.

17.4 Invoicing and Documentary Requirements

17.4.1 The following documents shall be required for payment:

- (a) Original Letter Agreement and all documents comprising the contract (Required for 1<sup>st</sup> claim only)
- (b) Original or Audited (Certified True Copy) 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)
- (m) Letter request for payment from the Contractor/Hauler

17.5 Payment Terms

17.5.1 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 Clause 17.4 are received by NPC not later than the seventh (7<sup>th</sup>) 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 Clause 10 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.

- 17.5.2 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.

## **18. Contract Monitoring**

- 18.1 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.

- 18.2 No payment shall be paid by NPC for any hauling services rendered by Contractor/Hauler in excess of the contracted quantity or amount.

## **19. Modes of Fuel Hauling**

- 19.1 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:

## 19.2 For Barge/Vessel Deliveries

- 19.2.1 The barge/tanker vessel shall be double hulled and shall comply with the requirements imposed by MARINA.
- (a) The double hull barge/tanker vessel shall comply with the safety requirements of the Supplier's fuel loading facilities.
  - (b) The Contractor/Hauler 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 Contractor/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 Clause 17.
  - (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.
- 19.2.2 In case the last delivery can accommodate at least 50% of the haulers' minimum vessel's capacity, hauler shall proceed to the delivery.

## 19.3 For Tank Truck/Lorry Deliveries

- 19.3.1 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).
- 19.3.2 Fuel compartments with tampered or broken seals or whose fuel cargo levels fall below the gauge marker shall be rejected.
- 19.3.3 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.
- 19.3.4 The basis of payment for fuel hauling services shall be in accordance with Clause 17.
- 19.3.5 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.

#### 19.4 For Drumming/Package Deliveries

- 19.4.1 Contractor/Hauler shall provide sufficient number of standard 200 – 210 liter capacity steel drums, heavy duty polyethylene plastic drums or 5,000 liters capacity navy cubes as may be applicable, ensuring that the same are properly cleaned, not contaminated and without damage.
- 19.4.2 The basis of payment for fuel hauling services shall be in accordance with Clause 17.
- 19.4.3 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.

### 20. Transportation

- 20.1 The means of transport for hauling services from Supplier's pick-up points to the recipient plants is tabulated in Attachment "Ä".
- 20.2 The Contractor/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.

### 21. Inspection and Tests

- 21.1 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.
- 21.2 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.
- 21.3 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.

### 22. Pick-up Terminal

- 22.1 Contractor/Hauler shall pick up the fuel cargo from the fuel supplier's terminal, depot or pick-up station indicated under Attachment "Ä" – Plants Covered by Hauling Services.
- 22.2 Should the pick-up terminal relocate to other site other than the site indicated under Attachment "Ä", NPC shall immediately advise Contractor/Hauler of the new site. If NPC or 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.



- 22.3 Any changes as a result of above relocation shall be mutually agreed and the contract modified in writing.
- 22.4 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.

### **23. Integrity and Safety of Receiving Ports**

- 23.1 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.
- 23.2 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.

### **24. Safety/Environmental Requirements**

- 24.1 Contractor/Hauler warrants that 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.
- 24.2 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.
- 24.3 Contractor/Hauler shall be responsible and liable for all accidents including but not limited to oil spills attributable to 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 spill, oil fires and the like.

### **25. Packaging**

- 25.1 In the case of deliveries by container/refillable 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.

- 25.2 Packaged deliveries may also be in navy cubes provided these are properly sealed and with certificate of calibration duly approved by ITDI.

## **26. Delays in the Contractor/Hauler's Performance**

- 26.1 Hauling of the 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.
- 26.2 If at any time during the performance of the Contract, the Contractor/Hauler should encounter conditions impeding timely hauling of the fuel, the Contractor/Hauler shall promptly notify NPC in writing of the fact of the delay, its likely duration and its cause(s).
- 26.3 As soon as practicable, after receipt of the Contractor/Hauler's notice, and upon causes provided for under Clause 10, 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.
- 26.4 Except as provided under Clause 10 and 11, 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 Clause 30. 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).

## **27 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.

## **28 Privatization**

- 28.1 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 cause, NPC has the option to assign the contract of the affected power plant/barge to other NPC power plants/barges.
- 28.2 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, 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.

## **29 Settlement of Disputes**

- 29.1 In the case of a dispute between NPC and the Contractor/Hauler, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004".

## **30 Liquidated Damages**

- 30.1 In case the Contractor/Hauler, without any justifiable cause as defined under Clause 10, fails to haul the fuel within the prescribed period indicated in the B/L, resulting in delay in fuel delivery, Contractor/Hauler shall pay NPC a penalty in an amount equal to one tenth of one percent (0.001) of the hauling cost of the undelivered quantity per calendar day of delay reckoning from the succeeding day of the last day of the prescribed period until actual day of delivery was made. NPC shall inform Contractor/Hauler of the occurrence of the penalty.

Delayed Delivery

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

- 30.2 The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, NPC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

### 30.3 Loss of Revenue

Should any of the NPC power plants suffer load reduction or shutdown, and as a result thereof NPC incurs loss of revenue, Contractor/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 Contractor/Hauler in writing specifying in reasonable detail the basis and computation of its claim.

Loss of Revenue

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

### 30.4 Submittal of Claims

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's 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.

## 31. Non-Waiver of Rights

31.1 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.

## 32. Transfer of Custody and Risk

- 32.1 As NPC's deputized representative, the Contractor/Hauler is authorized to receive the fuel from Supplier and assume its custody while in transit.
- 32.2 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.
- 32.3 Custodianship of fuel and assumption of risk will be passed on to NPC once the Contractor/Hauler unloads the fuel at the SPUG plant/power barge fuel receiving facilities.

## 33. Adjustment of Hauling Services

33.1 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.

- 33.2 The hauling rate of the recipient of additional hauling services shall be used in computing for the cost of services transferred and rendered.
- 33.3 Transfer of hauling services between plants with different Contractors/Haulers is not allowed.
- 33.4 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.
- 33.5 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.
- 33.6 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.

#### **34. Quantity Determination**

- 34.1 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.
  - 34.1.1 Tank trucks/lorries shall have valid calibration certificates of one (1) year.
  - 34.1.2 Barges/Vessel shall have valid calibration certificate of five (5) years.
- 34.2 The following protocol shall govern in determining the basis of volume hauled for purposes of payment of hauling services:
  - 34.2.1 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.

**34.2.2 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 certification is beyond the five (5) year validity period, or not isolated, SPUG plant's fuel storage tank shall prevail.

**34.2.3 Unloading of Fuel from Drums 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 measured in drums shall prevail.

**34.2.4 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.

**34.2.5 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.

**35. Termination**

The termination of the contract shall be in accordance with the provisions of R.A. 9184, the Government Procurement Reform Act, and its Implementing Rules and Regulations.

**36. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy of the approved contract. All notices called for by the terms of the contract shall be effective only at the time of receipt of the Contract.

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## **ATTACHMENTS**

- Attachment "A" - Plants Covered by Hauling Services**
- Attachment "B" - Approved Budget for Contract (ABC) for Bidding**
- Attachment "C" - Checklist of Documentary Requirements**
- Attachment "D" - Letter of Guarantee**
- Attachment "E" - Omnibus Sworn Statement**
- Attachment "F" - Statement of the Bidder's Single Largest Completed Contract**
- Attachment "G" - Bid Price Proposal Letter**
- Attachment "H" - Bid Form**



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
<b>A. DIESEL FUEL OIL (DFO)</b>					
<b>Lot 2 - Sulu</b>					
1 Jolo DPP	4,506,600	Jolo DPP, Bus-bus, Jolo, Sulu	Zamboanga City Pier/Depot	Bulk	a) Barge/Tanker b) Tank Truck
2 Pandami DPP	12,000	Pandami, Sulu	Zamboanga City Pier/Depot	Bulk & Drumming	a) Barge/Tanker b) Motor Banca
3 Siasi DPP	348,400	West Kungtas, Siasi, Sulu (1.0 km from local wharf to plantsite)	Zamboanga City Pier/Depot	Bulk & Drumming	a) Barge/Tanker b) Truck & c) Motor Banca
<b>Total Lot 2</b>	<b>4,867,000</b>				
<b>Lot 3 - Tawi-Tawi</b>					
1 Balimbing DPP	217,300	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)	Zamboanga City Pier/Depot	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)	Zamboanga City Pier/Depot	Bulk & Drumming	a) Barge/Tanker b) Truck & c) Motor Banca
4 Sibutu DPP	156,300	Sibutu, Sitangkay, Tawi-Tawi (0.7 km from local wharf to plantsite)	Zamboanga City Pier/Depot	Bulk & Drumming	a) Barge/Tanker b) Truck
5 West Simunul DPP	127,700	Simunul, Tawi-Tawi (0.5 km from local wharf to plantsite)	Zamboanga City Pier/Depot	Bulk & Drumming	a) Barge/Tanker b) Truck & c) Motor Banca
6 Sitangkay DPP	92,000	Sitangkay, Tawi-Tawi (3.0 km from local wharf to plantsite)	Zamboanga City Pier/Depot	Bulk & Drumming	a) Barge/Tanker b) Motor Banca
7 Tandubanak DPP	180,200	Taungoh, Sibutu, Tawi-Tawi (20.0 km from local wharf to plantsite)	Zamboanga City Pier/Depot	Bulk & Drumming	a) Barge/Tanker b) Truck
8 Tandubas DPP	77,800	Tandubas, Tawi-Tawi	Zamboanga City Pier/Depot	Bulk & Drumming	a) Barge/Tanker b) Motor Banca
9 Mapun DPP	63,700	Mahalu, Mapun, Tawi-Tawi (3.0 km from local wharf to plantsite)	Zamboanga City Pier/Depot	Bulk & Drumming	a) Tank Truck b) Motor Banca
<b>Total Lot 3</b>	<b>926,000</b>				
<b>TOTAL DFO</b>	<b>5,793,000</b>				

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

RECIPIENT PLANT	Fuel Volume to be Hauled for CY2023 (Liters)	Approved Budget for the Contract (ABC), Pesos
<b>A. DIESEL FUEL OIL</b>		
<b>Lot 2 - Sulu</b>		
1 Jolo DPP	4,506,600.00	41,997,907.00
2 Pandami DPP	12,000.00	160,436.00
3 Siasi DPP	348,400.00	3,389,409.00
<b>Total Lot 2</b>	<b>4,867,000.00</b>	<b>45,547,752.00</b>
<b>Lot 3 - Tawi-Tawi</b>		
1 Balimbing DPP	217,300.00	3,010,974.00
2 Languyan DPP	10,000.00	105,001.00
3 Manuk Mangkaw DPP	1,000.00	15,597.00
4 Sibutu DPP	156,300.00	2,651,973.00
5 West Simunul DPP	127,700.00	1,944,207.00
6 Sitangkay DPP	92,000.00	1,593,918.00
7 Tandubanak DPP	180,200.00	3,123,731.00
8 Tandubas DPP	77,800.00	817,927.00
9 Mapun DPP	63,700.00	1,154,626.00
<b>Total Lot 3</b>	<b>926,000.00</b>	<b>14,417,954.00</b>
<b>TOTAL DIESEL OIL</b>	<b>5,793,000.00</b>	<b>59,965,706.00</b>

**CHECKLIST OF DOCUMENTARY REQUIREMENTS**

- 1.) Eligibility (1<sup>st</sup> Envelope)**
- 2.) Technical (1<sup>st</sup> Envelope); and**
- 3.) Financial (2<sup>nd</sup> Envelope)**

**I. Eligibility Documents (First Envelope):**

**Legal Documents**

- (i) Valid and current Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located. In case of recently expired Mayor's/Business Permit 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 2016 Revised IRR of R.A. 9184;

**II. Technical Documents (First Envelope)**

- (i) Letter of Guarantee (Attachment "D");
- (ii) Omnibus Sworn Statement in accordance with Section 25.3 of the 2016 Revised IRR of RA 9184 and using the form prescribed in Attachment "E", 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)
- (iii) Statement of the Bidder's Single Largest Completed Contract (SLCC) using the form prescribed in Attachment "F" with the following supporting documents:
  1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R.); or Sales Invoice

**III. Financial Documents (Second Envelope)**

- (i) Price Proposal Letter (Attachment "G") and
- (ii) Price Proposal Form (Attachment "H").

**Attachment "D"**  
**Additional Fuel Hauling Services to SPUG**  
**Power Plants and Barges for CY 2023**  
**PR No. HO-FMG23-010**  
**Negotiated Procurement – Emergency Cases**

(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 power plants/delivery point(s) as follows:

**(Indicate all power plants/delivery points proposed upon)**

in accordance with Attachment "A" – Plants Covered by Hauling Services and the terms and conditions called for in the Terms of Reference for this requirement.

Very truly yours,

(Name & Signature)  
(Designation)

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 202\_

**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

**Attachment "E"**  
**Additional Fuel Hauling Services to SPUG**  
**Power Plants and Barges for CY 2023**  
**PR No. HO-FMG23-010**  
**Negotiated Procurement – Emergency Cases**

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]*

**ATTACHMENT "F"**

**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 : \_\_\_\_\_

**ADDITIONAL FUEL HAULING SERVICES FOR  
 SPUG POWER PLANTS AND BARGES FOR CY 2023  
 PRICE PROPOSAL FORM**

RECIPIENT PLANT		Fuel Volume to be Hauled for CY2023 (Liters)	Basic Hauling Rate (Php/Liter)	12% E-VAT (Php/Liter)	Total Hauling Cost (Php/Liter)	Total Cost (Php)
<b>A. DIESEL FUEL OIL</b>						
<b>Lot 2 - Sulu</b>						
1	Jolo DPP	4,506,600.00				
2	Pandami DPP	12,000.00				
3	Siasi DPP	348,400.00				
<b>Total Lot 2</b>		<b>4,867,000.00</b>				
<b>Lot 2 - Cagayan</b>						
1	Balimbing DPP	217,300.00				
2	Languyan DPP	10,000.00				
3	Manuk Mankaw DPP	1,000.00				
4	Sibutu DPP	156,300.00				
5	West Simunul DPP	127,700.00				
6	Sitangkay DPP	92,000.00				
7	Tandubanak DPP	180,200.00				
8	Tandubas DPP	77,800.00				
9	Mapun DPP	63,700.00				
<b>Total Lot 3</b>		<b>926,000.00</b>				
<b>TOTAL DIESEL FUEL OIL</b>		<b>5,793,000.00</b>				

**Notes:**

- 1) Any bid amount more than the Approved Budget for the Contract (ABC) as indicated in Attachment "B", 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 Attachment "A"  
 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**



## Price Proposal Letter

Date: \_\_\_\_\_

To: NATIONAL POWER CORPORATION  
BIR Road Cor. Quezon Ave., Diliman, Quezon City

Gentlemen:

Having examined the Terms of Reference for this requirement, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide [description of Supply] in conformity with the said Terms of Reference for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Price Proposal Form attached herewith and made part of this Proposal.

We undertake, if our proposal is accepted, to supply and deliver the Fuel Hauling Services in accordance with the delivery schedule specified in Attachments "A" - Plants Covered by Hauling Services.

If our proposal is accepted, we undertake to provide a performance security in the form, amounts, and within the terms specified in the Terms of Reference.

We agree to abide by this Proposal and it shall remain binding upon us up to the full term of the contract. Until a formal Contract is prepared and executed, this Proposal, 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 any Proposal you may receive.

Dated this \_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign the Proposal for and on behalf of \_\_\_\_\_