

## REPUBLIC OF THE PHILIPPINES NATIONAL POWER CORPORATION

(Pambansang Korporasyon sa Elektrisidad)

### **BID DOCUMENTS**

Name of Project : REHABILITATION OF GANTRY CRANE FOR

**AGUS 2 HEPP** 

PR No. : MA-A2M23-002

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## SECTION I

## **INVITATION TO BID**



### National Power Corporation INVITATION TO BID PUBLIC BIDDING – BCS 2023-0357

The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget
of CY 2023 intends to apply the sum of (<u>Please see schedule below</u>) 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
MA-A2M23-002 / PB230822-JD00228  Rehabilitation of Gantry Crane for Agus 2 HEPP	Rehabilitation or Supply, Delivery, Installation, Test and Commissioning of Gantry Crane / Hoisting Equipment of at least 50 Tons Capacity	10 August 2023 9:30 A.M.	22 August 2023 9:30 A.M.	₱ 19,000,000.00 / ₱ 25,000.00
S1-M6923-008 / PB230725-RD00195 (PB2) Supply and Delivery of Electrical Security Spare Parts for 20MVA Mogpog Substation	Supply and Delivery of Electrical Spare Parts / Components / Equipment and/or Line Hardware for Substation / Transmission / Distribution Line	10 August 2023 9:30 A.M.	22 August 2023 9:30 A.M.	₹4,190,000.0 0 / ₹5,000.00

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

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids	
MA-A2M23-002	Ninety (90) Calendar Days	Fifteen (15) Years	
S1-M6923-008	One Hundred Fifty (150) Calendar Days	Ten (10) Years	

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

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.

- 5. A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. <u>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.</u>
- 6. The National Power Corporation will hold Pre-Bid Conference (see table above) and/or through video conferencing or webcasting which shall be open to prospective bidders.

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

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
- b. A "No Face mask / No Entry" policy shall be implemented in the NPC premises. Face mask shall be 3-ply surgical or KN95 mask type.
- c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
- d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 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 5564/5211

Fax No.: 8922-1622

Email: bcsd@napocor.gov.ph /

12. You may visit the following websites:

For downloading of Bidding Documents: https://www.napocor.gov.ph/bcad/bids.php

ATTY. MELCHOR P. RIDULME
Vice President, Office of 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 National Power Corporation (NPC or NAPOCOR) wishes to receive Bids for the REHABILITATION OF GANTRY CRANE FOR AGUS 2 HEPP, with identification number PR NO. MA-A2M23-002.

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

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of ₽ 19,000,000.00.
- 2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

#### 3. Bidding Requirements

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

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

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



- 5.2. Foreign ownership exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.
  - The foreign bidder claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos shall submit a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product. The said certification shall be validated during the post-qualification of bidders.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

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

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

#### 8. Pre-Bid Conference

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



#### 9. Clarification and Amendment of Bidding Documents

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

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within Fifteen (15) 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 <u>BDS</u>.

#### 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:



- The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
- The cost of all customs duties and sales and other taxes already paid or payable;
- The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in the BDS.

#### b. For Goods offered from abroad:

- i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the BDS.

### 13. Bid and Payment Currencies

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

#### 14. Bid Security

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

### 15. Sealing and Marking of Bids

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

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

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



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

#### 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the <u>BDS</u> for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded to one (1) Bidder in one complete contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or

items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

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

### 21. Signing of the Contract

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

## **SECTION III**

## **BID DATA SHEET**

## **SECTION III - BID DATA SHEET**

ITB		
Clause		
5.3	For this purpose, similar contracts shall refer to rehabilitation or supply, delivery, installation, test and commissioning of gantry crane/hoisting equipment of at least 50 Tons Capacity.	
	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.	
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	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 <b>Post-Qualification</b> :	
	Contract/Purchase Order and/or Notice of Award	
	Certification coming from the project owner/client that the performance is satisfactory as of the bidding date	
	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.	
	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 <b>Bid Opening</b> :	
	Contract/Purchase Order	
	Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice	
	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.	

10.5	Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:	
	Data and Information to be submitted with the Proposal as specified in Clause TS-9.0(a) of Section VI - Technical Specifications;	
	Manufacturer's brochures, manuals and other supporting documents of equipment, materials, hardware and tools proposed by the bidders must comply with the technical specifications of such equipment, materials, hardware and tools. It shall be a ground for disqualification if the submitted brochures, manuals and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process.	
	Equipment, materials, hardware and tools proposed by the winning bidder to be supplied, which were evaluated to be complying with the technical specifications, shall not be replaced and must be the same items to be delivered/installed/used during the contract implementation. Any proposed changes/replacement of said items may be allowed on meritorious reasons subject to validation and prior approval by NPC.	
	Complete eligibility documents of the proposed sub-contractor, if any	
12	The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.	
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:	
	<ul> <li>a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> </ul>	
	b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.	
19.3	The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.	
	Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.	
	The Bidders bid offer must be within the ABC of the lot.	
	Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.	
19.5	If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.	

20.1	Additional documents to be submitted during Post-Qualification:
	<ul> <li>a. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government &amp; Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02);</li> </ul>
	<ul> <li>b. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02;</li> </ul>
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

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

## 3. Performance Security

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

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VI (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

## **SECTION V**

# SPECIAL CONDITIONS OF CONTRACT

## SECTION V - SPECIAL CONDITIONS OF CONTRACT

GCC Clause			
1	Delivery and Documents -		
	The delivery terms applicable to the Contract is DDP delivered to the project site specified in the technical specifications, in accordance with INCOTERMS. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI – Technical Specifications. The details of shipping and/or other documents to be furnished by the Supplier are as follows:		
	For Goods supplied from within the Philippines		
	Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:		
	Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;		
	(ii) Original and four copies of Supplier's factory test/inspection report;		
	(iii) Original and four copies of the certificate of origin (for imported Goods);		
	<ul> <li>(iv) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</li> </ul>		
	(v) Certificate of Completion/Inspection Report signed by the Procuring Entity's representative at the Project Site;		
	(vi) Original and four copies of the Inspection Receiving Report signed by the Procuring Entity's representative at the Project Site;		
	(vii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; and		
	(viii) Documents specified in the Technical Specifications, if any.		
	For Goods supplied from abroad:		
	Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by e-mail the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:		
	(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;		

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

For purposes of this Clause the Procuring Entity's Representative at the Project Site is Vice President - Mindanao Generation.

#### Incidental Services -

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

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

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

#### Spare Parts -

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

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

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

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

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

#### Packaging -

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

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

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

Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight



Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

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

#### Transportation -

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

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

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

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

#### Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from effectivity of the contract and upon the submission to and acceptance by the Procuring Entity of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

2.2

All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

The terms of payment shall be as follows:

#### 1) For Supply and Delivery Contracts:

- (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.
- (b) On Delivery: Eighty percent (80%) of the Contract Price of the delivered Goods shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price of the *delivered Goods* shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, if required, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

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

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



- delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
- (c) On Acceptance: The remaining twenty percent (20%) of the price of the **delivered Goods** plus price for installation, test and commissioning shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.
- 3) For Supply, Delivery, Installation, Test and Commissioning Contracts where Installation, Test and Commissioning prices are included in the supply price:
  - (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.
  - (b) On Delivery: Sixty percent (60%) of the price of the **delivered Goods** shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
  - (c) On Acceptance: The remaining forty percent (40%) of the price of the delivered Goods shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents

- - iv. Purpose of the Bond:
    - "To guarantee the faithful performance of the Principal's obligation to undertake (Contract/Purchase Order Description) in accordance with the terms and conditions of (Contract No. & Schedule/Purchase Order No.) entered into by the parties."
  - The bond shall remain valid and effective until the duration of the contract (should be specific date reckoned from the contract effectivity) plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project.
  - 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC.
  - Other required conditions in addition to the standard policy terms issued by the Bonding Company:
    - 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;
    - The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety;
    - iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.
- The inspections and tests that will be conducted are specified in the Technical Specifications.

## **SECTION VI**

# TECHNICAL SPECIFICATIONS

## **SECTION VI**

## TECHNICAL SPECIFICATIONS

(PART I - TECHNICAL SPECIFICATIONS)

## Section VI - Technical Specifications Part I - Technical Specifications

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#### Section VI - Technical Specifications

#### Part I - Technical Specifications

#### TS-1.0 GENERAL

This specification covers the technical requirements for the supply of labor, tools, materials, and equipment including supervision for the Rehabilitation of Gantry Crane for Agus 2 HEPP located in Saguiaran, Lanao Del Sur.

All materials to be used shall be new and have passed the manufacturer's quality control and standards. All works and specifications prior to installation shall be subject to the approval of NPC.

The Contractor shall accept full responsibility for his work including design, performance qualifications, specifications, documentation, reports, fabrication, assembly, corrosion protection, shop testing, preparation for shipment, field testing, warranty provisions and compliance with the applicable codes and standards and the requirements of this Specification.

Utmost care shall be strictly observed by the Contractor during delivery to avoid damage of any kind to the supplied equipment/component and the existing equipment & structure at site.

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

#### TS-2.0 SCOPE OF WORK

#### TS-2.1 General

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

The Contractor shall conduct actual inspection at site and thoroughly investigate and familiarize himself with all the conditions at site, make assessment on the existing physical conditions and configurations of the plant equipment to be supplied/utilized during the project execution, determine possible sources of materials and equipment to be supplied/utilized, and verify the actual scope of works and relative costs.

The Contractor shall secure insurance against loss or damage incidental to dismantling/disassembly, reassembly, and erection/installation of the gantry crane and components (mechanical, electrical and associated structural supports).



The Contractor shall also be responsible to assess and determine all and every work and service although not specifically detailed but are deemed required to fully complete the work and placing ready for the safe and reliable operation of the gantry crane. Relative costs of any additional works or materials which the Contractor deemed required or necessary to complete the works shall be included in the bid proposal.

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

#### TS-2.2 Contractor's Scope

The scope of work shall cover but not limited to the supply of labor, tools, materials, and equipment including supervision for the **Rehabilitation of Gantry Crane for Agus 2 HEPP** including special tools and accessories necessary for the safe and reliable operation of the system.

The work shall include all and every work and service although not specifically detailed herein but are required to fully complete and placing ready for the safe and reliable operation of the gantry crane, which shall consist of, but not limited to the following:

- a) Replacement of main hoisting cable and auxiliary hoist trolley.
- b) Recalibration and servicing of all upper & lower limit switches.
- c) Replacement and reprogramming of VFDs for the long travel speed, main hoists, and trolley travel.
- d) Replacement of brake motors for the main hoists and trolley travel.
- e) Replacement of lifting motors for the main hoists.
- f) Replacement of crane travel motors and calibration of the speed and the brakes.
- g) Recalibration of the two (2) main hoisting motors to balance the lowering & raising of the two main hoisting cables simultaneously.
- h) Perform greasing/lubrication of wire rope cable.
- Servicing/grease repacking of all anti-friction bearing.
- Perform servicing and lubrication of gear mechanism.
- Perform servicing of main hoist, cross travel (trolley) and long travel braking system.
- Replacement and servicing of warning sounder beacon light fixtures underneath the grinder.
- m) Erection of scaffolding at the gantry crane structures.



- n) Remove old paint of the gantry crane steel structure, then clean, and dry prior to application of the epoxy primer.
- o) Application of epoxy primer to the gantry crane steel structure and dry.
- p) Application of galvanizing compound to the gantry crane structure and dry.
- q) Remove scaffolding and housekeeping of the working area.
- r) Conduct test loading of gantry crane of not less than 100 tons.
- s) Undertake the following during and after the completion of the project;
  - s.1 Conduct actual inspection at site and make assessment on the existing physical conditions of the gantry crane and associated components/parts, and determine/verify the extent of the scope of works such as replacement parts/components necessary for the rehabilitation of specified components/parts;
  - s.2 Submit necessary drawings and documents, in three (3) copies, for NPC's approval prior to procurement/implementation of materials and equipment such as schematics and wiring diagrams, control panel assembly and layout/arrangement, dimensioned drawings, interconnecting diagrams identifying by terminal numbers, dismantling procedures for all affected components;
  - s.3 Provide equipment/tools/instruments including mobile crane and consumables necessary during equipment installation and testing for satisfactory completion of the work;
  - s.4 Provide technical training/seminar at site of not less than 10 NPC personnel on proper operations and maintenance of the unit by highly qualified technical personnel after completion of the project;
  - s.5 Conduct testing and commissioning after complete rehabilitation of the project;
  - s.6 Clean up of work areas after the completion of work covered by the contract including demobilization and turn-over of waste materials to Agus 2 HEPP management;
  - s.7 Turn-over of the project for final inspection and acceptance:
  - s.8 Provide technical assistance during the warranty period (after sales) such as, safety adjustment of controls and components, assessment of operating conditions, performance of preventive maintenance of the equipment, etc. at no cost to NPC. This shall include any maintenance services rendered upon request of NPC in the event of any abnormality occurs within the warranty period;
  - s.9 Shoulder all import duties, VAT and other taxes/levies imposed by the Philippine Government of the materials and equipment supplied by the Contractor; and



s.10 Submission of pertinent drawings and documents per clause TS-9.0.

#### TS-2.3 NPC's Scope

- Supply of electrical power and water required by the Contractor. The Contractor shall supply necessary lines and interconnection works at source to be determined by NPC;
- b) Provide site space within the plant for temporary office and storage to be used by the Contractor during the implementation of the project;
- c) Provide reasonable assistance in securing necessary permits from the Philippine Government or other government agencies relative to the implementation of the project. Relative costs for securing such necessary permits shall be borne by the Contractor; and
- d) Review and approval of Manufacturer's/Contractor's drawings and documents to be submitted by the Contractor prior to procurement of parts and equipment as specified in the technical specifications and technical data sheets.

#### TS-3.0 CONTRACT PERIOD AND LOCATION

The contract period shall be **NINETY (90) CALENDAR DAYS** reckoned from receipt of the Notice to Proceed.

The gantry crane components and/or replacement parts required for the rehabilitation of the unit shall be delivered, installed and tested at Agus 2 HEPP located in Saguiaran, Lanao Del Sur.

#### TS-4.0 TECHNICAL REQUIREMENTS

#### TS-4.1 General

All materials and components/parts to be supplied under this contract shall be new and unused, free from defects and imperfections and best suited for the purpose intended.

Supplied materials and parts to be used for necessary rehabilitation of the specified auxiliaries/equipment shall essentially be the design products of the manufacturer engaged in the production of such equipment. Equipment or articles installed or used without NPC's approval shall be at the risk of subsequent rejections.

The Contractor shall fully utilize its technical expertise and experience to determine and identify the specific requirements of the equipment and components to be upgraded and modified for the safe and reliable operation of the gantry crane.



All replacement and additional materials/parts to be supplied by the Contractor shall match the specifications of the original ones. In case of difficulty in procuring such materials/parts, the Contractor may supply a different specification provided that such will guarantee a quality equal or superior than the original and with prior approval of the NPC.

The Contractor shall supply all materials/parts that may be damaged during dismantling works or those that are lacking in measure or quantity resulting to dismantling or assembly works and other necessary appurtenances to complete the work called for and to provide a safe, efficient, and reliable operation of the equipment and system.

The Contractor shall strictly observe the safety requirements/regulations of existing plant during the performance of the work. All works shall be coordinated with NPC at site so that interference in the performance of works will be avoided or on-going works/activities would not interfere or interrupt the operation of AGUS 2 HEPP. In case interference occurs, NPC will decide which work is to be prioritized or relocated, as may be applicable.

The Contractor shall submit equipment specifications, brochures, catalogs, plan and layout drawings, wiring diagrams, and other related technical data and detailed drawings of all equipment and materials to be supplied by the Contractor under this contract for NPC's review and approval prior to procurement.

The relative experience of the Contractor shall comply with the following:

- Should have been in the business of supplying/upgrading, installation, technical servicing, test and commissioning of an gantry crane (capacity not less 100 tons) for not less than three (3) years; and
- b) The type of gantry crane supplied/upgraded, installed, tested and commissioned should have been in the actual service (in the market) for not less than three (3) years.

NOTE: Contractor's Experience which is less than what is required will be ground for rejection of the bid proposal.

#### TS-4.2 Technical Specifications

The gantry crane shall be completely upgraded and modified to meet the technical requirements which the equipment has been designed to with the following specifications:

1. Electric Motor Drive for Main Hoist (100T capacity)

Original Equipment Manufacturer	:	(NIPPON)
Year Manufactured	:	1975
Туре	:	2SIE-200L6B
Capacity/Unit	:	Main Hoist, 2 x 100 tons
Serial No.	:	EN 60034
Part No.	:	A87615
Power	:	22 kW



Voltage	: 460 VAC
Frequency	: 60 Hz
RPM	: 1200 rpm
Phase	: 3
Protection	: IP 55
Quantity	: 2 sets

# 2. Main Hoisting Cable/Wire Rope (100T capacity)

Material	: JIS G3525 No. 13 Ordinary	
	(Ungalvanized)	
Core	: Steel Centered / Independent	
	Wire Rope Core	
Direction and Type of Lay	: Z Lay Class B	
Size	: 30 mm x 402.5 m	
Quantity	: 2 sets	

# 3. Brake Motor for Main Hoists

Power	: 210 W	
Rated Thrust	: 500 N	
Stroke	: 60 mm	
Voltage	: 440 V	
Frequency	: 60 Hz	
RPM	: 1200 rpm	
Phase	: 3	
Protection and Insulation	: IP 65; Class F	
Quantity	: 2 sets	

# 4. VFD for the Main Hoists

Power	: 45 kW	
Voltage	: 460 V	
Frequency	: 60 Hz	
Phase	: 3	
Protection	: IP 65	
Operation Temperature	: -10°C to 50°C	
Storage Temperature	: -25°C to 75°C	
Mounting Type	: Panel Mount	
Quantity	: 2 units	

# 5. Wire Rope Grease for the Main Hoisting Cable

Appearance	: Grey/Black Fluid Grease
NLGI Classification	: 00
Base Oil	: Highly Refined Mineral Oil
Four Ball Weld Load	: 315 kg
Dynamic Corrosion Resistance	: 0:0
Temperature Range	: -40°C to 120°C



Solid Lubricant	: Molybdenum Disulphide, Graphite
Timken OK Load	: 40 lbs
Wear Load Index	: 70
Quantity	: 10 pails

# 6. Electric Motor Drive for Crane Travel

Power	: 22 kW
Voltage	: 460 V
Frequency	: 60 Hz
RPM	: 1200 rpm
Phase	: 3
Protection	: IP 55
No. of Poles	: 8
Insulation	: Class F
Frames	: Cast Iron
Quantity	: 4 sets

# 7. Lubricant for the Gears of Crane Travel

ISO Viscosity Grade	_:	320
Viscosity	:	ASTM D445
cSt @40°C mm²/s	:	316
Vst @100°C mm²/s	-;	35
Viscosity Index, ASTM D2270	:	155
Pour Point, °C, ASTM D97	:	-33
Flash Point, °C, ASTM D92	:	250
Specific Gravity @15.6°C kg/l, ASTM D4052	:	0.88
FZG Scuffing, DIN 51345 (mod) A/16.6/90, Fail Stage	:	13+
4-Ball Wear Test, ASTM D4172, mm (Mod 1,800 RPM, 20kg, 54°C, 60 minutes)	:	250
Rust protection, ASTM D665, Sea Water Water Seperability, ASTM D1401, Time to 40/37/3 @82°C, minutes	:	PASS
Foaming Characteristics, ASTM D892, Seq. II, Tendency/Stability, ml/ml	:	0/0 0/0,00
Quantity	:	8 pails

# 8. Lubricant for the Bearings

NLGI Grade	:	1-2	
Odour	:	Characteristic	<del>-</del>
Appearance	:	Paste	
Operating Temperature Range	:	-40°C to +200°C	
DN Factor (dm x n)	:	500,000 mm/min	



Base Oil Viscosity (40 °C)	:	400 mm <sup>2</sup> /s
Colour	- :	Beige
Vapour Pressure	:	Less than 0.001 hPa (@20°C)
Relative Density	:	0.85 (20 °C)
Viscosity @40°C	:	400 mm²/s
Viscosity @100 °C	:	40 mm²/s
Base Oil	:	Polyalphaolefine
Thickener	:	Polycarbamide
Density @20 °C	:	0.85 g/cm <sup>3</sup>
Quantity	:	6 pails

# 9. VFD for the Crane Travel

Power	: 30 kW
Voltage	: 460 V
Frequency	: 60 Hz
Phase	: 3
Operation Temperature	: -10 °C to 50 °C
Storage Temperature	: -25°C to 75°C
Protection	: IP 65
Mounting Type	: Panel Mount
Quantity	: 4 units

10. Electric Motor for the Trolley

Power	: 5.5 kW
Voltage	: 480 V
Frequency	: 60 Hz
RPM	: 1200 rpm
Phase	: 3
Protection	: IP 55
No. of Poles	: 8
Insulation	: Class F
Frames	: Cast Iron
Quantity	: 2 sets
	<u> </u>

11. Brake Motors of the Trolley

Drum Diameter	: 250 mm	
Voltage	: 440 V	
Torque	: 315 N-m	
Quantity	: 2 sets	

12. Lubricant for the Gears of the Trolley

ISO Viscosity Grade	: 320
Viscosity,	: ASTM D445
cSt @40°C mm²/s	: 316
Vst @100°C mm²/s	: 35



Viscosity Index, ASTM D2270	:	155
Pour Point, °C, ASTM D97	:	-33
Flash Point, °C, ASTM D92	:	250
Specific Gravity @ 15.6°C kg/l, ASTM D4052	;	0.88
FZG Scuffing, DIN 51345 (mod) A/16.6/90, Fail Stage	:	13+
4-Ball Wear Test, ASTM D4172, mm (Mod 1,800 RPM, 20kg, 54°C, 60 minutes)	:	250
Rust protection, ASTM D665, Sea Water Water Seperability, ASTM D1401, Time to 40/37/3 @ 82°C, minutes	:	PASS
Foaming Characteristics, ASTM D892, Seq. II, Tendency/Stability, ml/ml	:	0/0, 0/0,00
Quantity	:	8 pails

13. VFD for the Trolley

Power	: 30 kW
Voltage	: 460 V
Frequency	: 60 Hz
Phase	: 3
Operation Temperature	: -10 °C to 50 °C
Storage Temperature	: -25°C to 75°C
Protection	: IP 65
Mounting Type	: Panel Mount
Quantity	: 2 units

# TS-4.3 Mechanical Requirements

# a) Motor and Braking System

Motor and braking system for Main hoist, Auxiliary hoist, Crab cross travel, and Long travel shall be upgraded and modified. Brakes shall be provided so that the crane is capable of raising or lowering smoothly or holding in any position at any load up to and including the test load. Any modification on base mounting shall be done by the Contractor as required by the new braking systems.

The hoist shall be provided with spring set, electric thruster released friction-shoe type brakes with a rated capacity of not less than 150 percent of the rated full load torque of the motor and shall equally effective in either direction. The brake shall be arranged to set when the motor power supply is cut off or fails, and to release when the hoist motor is operated. The brake enclosure shall be of weather-proof construction with convenient



access to the enclosed mechanism. Means shall be provided for auto-adjusting to compensate for wear.

The electric hoist shall also be fitted with an automatic, safety lowering brake to provide smooth and accurate control of the lowering speed regardless of load. The brake shall be inoperative and free from friction when the hoist motor is operating in the hoisting direction.

Nameplates shall be provided for each brake and attached to a part of the brake which ordinarily will not be rendered during its service life. Each nameplate shall conform to standard practice and clearly indicate the manufacturer's name, identification symbols, serial number, and salient design features such as type, frame, torque rating and voltage.

# b) Wire Ropes

New wire ropes shall be supplied, installed and tested which will serve as replacement of the old wire ropes for the winch drum, but utilizing the existing bottom block and hook. Technical specifications of the wire ropes shall be the same as the existing.

The rope attachments to the drum shall be simple and secure so that adjustments and replacement of the ropes may be accomplished without dismantling the parts.

The wire ropes shall be cut from a common master run and match marked to exact length while under tension. The wire ropes shall be supplied by a reputable manufacturer of hoisting wire ropes. The wire ropes shall be adjusted so that each individual wire rope will carry its proportionate share of the total load. An equalizer shall be furnished if multi-wiring system is adopted. The wire ropes shall have sufficient length to provide the required lift, plus two turns on the drums in addition to adequate length for attaching to the drums.

# TS-4.4 Electrical Requirements

The Contractor shall furnish and install all electrical equipment required for the rehabilitation of the crane's control system including the bridge festoon system in accordance with the Crane Manufacturer's Standard. The work shall include the supply and installation of lighting system with warning sounder beacon light fixtures underneath the girder.

The Contractor shall state in his proposal the technical description of the electrical control panel, resistor banks, cables, joystick multi-axis controller and other accessories required to complete the electrical control system. The Control panels shall be installed on the existing maintenance catwalk.

The Contractor shall specify what control voltage he intends to use for the crane.

The electrical control panels to be supplied by the Contactor shall comply with the requirements of applicable codes and standards such as CMAA, NEC and PEC codes. Enclosure type shall be of watertight, dust tight and corrosion resistant.



The electrical panels shall consist of necessary motors, controllers, resistor banks, contactors, relays, timers, with necessary wiring and conduit; limit switches, lights, and any other accessories required to complete the control system and necessary for proper and safe operation of the crane.

The crane operation shall also be remotely controlled by a joystick multi-axis controller complete with all control functions and with enclosure rating of IP65. The controller shall be able to move during operation. The controller shall be equipped with an emergency cut-out button, joystick, and signal lights for start-stop operation.

The Contractor shall thoroughly assess whether the existing electrical cables require replacement or upgrading. Flat Type Flexible Power and Control Cable shall be used for all cables which require hanging loops. The cables shall be specifically designed for this duty. Loops shall be designed to allow consistent hanging and to avoid sharp bending radii. Loop lengths shall be such that the bottoms of loops are above hook height at the top of hook travel.

All wiring shall be factory installed unless otherwise stated in the Bid. Wiring ratings shall be determined in accordance with the Philippine Electrical Code. The conductors to the motors shall have a continuous current-carrying capacity not less than 125 percent of the rated full load primary current of the motors and shall be stranded copper.

Limit switches and all terminals shall be completely sealed, dust tight and oil tight. Limit switches shall be wired by a short flexible lead to a plug-in type connector mounted adjacent to the switch. The connector shall also be dust and oil tight. A spare limit switch, complete with flexible lead and plug, shall be provided for each type used with a minimum of three if all are the same.

Load lighting shall be upgraded located underneath the crane girder which includes warning sounder beacon light fixtures.

# TS-4.5 Painting Requirements

The crane electrical equipment and other structural surfaces shall be painted in accordance with first class standard practice suitable for the purpose.

Surfaces with existing final coating shall be applied with minimum of one coat of final coating or as recommend by paint Manufacturer/Supplier. Surfaces which are corroded or that show sign of corrosion shall first be applied with primer coating. But before any painting is made, all corroded surfaces must be prepared properly by removing all rusts, scales, grease and encrustation of any nature. Steel surfaces shall be prepared by wire brushing or power tool cleaning in accordance with Steel Structures Painting Council Standard. The various paints to be used shall be of approved quality and type.

All paint and primer to be used shall be of standard types of a well-known manufacturer subject to the approval of NPC.

As minimum, all new surfaces or corroded surfaces to be painted shall be applied with one (1) coat (80 microns) zinc rich epoxy primer and two (2) coats of



chlorinated rubber of 80 microns DFT each coating. Final color of paint shall conform to the existing color of the equipment or as directed by NPC.

# TS-5.0 Rehabilitation Work Requirements

The Contractor shall furnish all necessary equipment, tools, labor and material to execute the rehabilitation works of the gantry crane for AGUS 2 HEPP.

The rehabilitation works shall be in accordance with the Contractor's standard practice and other applicable codes and standards.

Disassembly and assembly of engine components shall be in accordance with the procedures/instructions specified in the Operation and Maintenance Manuals. It shall be performed by highly qualified and experienced technical people following the manufacturer's standard and industry standard practice.

The gantry crane shall perform satisfactorily after the rehabilitation works.

Prior to installation, the Contractor shall submit in three (3) copies for NPC's review and approval detailed drawings covering the arrangement, actual layout, pipe conduit and cable routes, interface connections, wiring diagrams, manufacturer's details of equipment/devices, catalogues, and other information as specified in the relevant sections of this specification.

The Contractor shall strictly observe the safety requirements/regulations of existing plants during the performance of the work. All works shall be coordinated with NPC at site so that interference in the performance of works will be avoided or on-going works/activities would not interfere or interrupt the operation of AGUS 2 HEPP. In case interference occurs, NPC will decide which work is to be relocated.

Any required modification from the approved drawings or specification to suit actual site conditions, shall be permitted only with prior consent of NPC.

# TS-6.0 PERFORMANCE REQUIREMENTS

The gantry crane shall perform satisfactorily after the rehabilitation works.

# TS-7.0 TESTING AND ACCEPTANCE CRITERIA

### TS-7.1 General

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

The equipment shall be subjected to the manufacturer's standard factory tests conducted at the manufacturer shop prior to delivery and the various functional tests conducted at site.



The Contractor shall submit in three (3) copies of brochures, detailed drawings, schematic diagram (electrical and mechanical), as-built plans, operation and maintenance manuals. In addition, the Contractor shall conduct technical training on operation and maintenance after the completion of the project.

Upon acceptance, the Contractor shall provide technical and after sales support and commit to undertake repairs within 24 hours notification. Availability of spare parts shall be a minimum of 10 years.

The Contractor shall provide free technical assistance within the warranty period.

Subcontractor shall provide a competent, experienced serviceman at site who shall check and certify that rehabilitation works have been fully completed and shall demonstrate its satisfactory performance for acceptance by NPC.

### TS-7.2 Material Test

The Contractor shall furnish NPC with three (3) copies of certified mill and mechanical test reports for hoist ropes.

# TS-7.3 Field Testing

The gantry crane shall be tested by the Contractor in the presence of NPC authorized representative and at such time as will be directed by the Contractor.

All equipment of the crane shall operate without undue noise or vibration.

The upgraded/modified crane shall be operated through a complete lift and lowering cycle and through a complete travel of the bridge and trolley to determine that the equipment shall perform smoothly and safely utilizing both the joystick and cab controllers.

Functional test shall be carried out at site with the presence of NPC authorized representative. Any defects found during the test shall be corrected by the Contractor at his own expense.

# TS-8.0 SPARE AND TOOLS

The Contractor shall supply and deliver the required minimum fast moving spare parts necessary for replacement of repair works during the test and commissioning period and prior to NPC acceptance. The supply shall include spare parts that will be consumed or replaced during the test and commissioning at no cost to NPC.

Standard tools required for normal operation and maintenance/servicing of gantry crane particularly on the supplied components/parts shall be provided by the Contractor complete with tool box. Special tools necessary for installation of the equipment components/parts shall also be provided, if required.



The Supplier shall completely fill-out the attached tools lists/forms and submit with his bid for evaluation.

The Supplier shall also submit a letter of confirmation that a local agent or representative is available to provide after sales service and parts for the gantry crane. Name, address and contact number/person shall be provided.

# TS-9.0 DRAWINGS & DOCUMENTS TO BE SUBMITTED

- a) Documents to be submitted with the bid/proposal for evaluation:
  - a.1 Completely filled-out Technical Data Sheet:
  - a.2 Letter of Authorization and Guarantee Statement from the Manufacturer (supplied crane components/parts);
  - a.3 Letter of Confirmation that a local agent or representative is available to provide after sales service and parts for the gantry crane and components to be supplied. Name, address and contact number/person shall be provided:
  - a.4 Copies of brochures/catalogues of the gantry crane's supplied components / parts which contains information, data, and other technical features:
  - a.5 Site Inspection Certificate to be signed by NPC's authorized plant personnel; and
  - a.6 Implementation Schedule (Bar Chart) for the rehabilitation works.
- b) Documents to be submitted before or upon delivery:
  - b.1 Three (3) sets of operation and maintenance manual (covering the supplied crane's components/parts):
  - b.2 Assembly and dimensional drawings including schematic wiring diagrams (covering the supplied crane's components/parts);
  - b.3 Test and Commissioning Procedure including Installation Manuals
  - b.4 Certificate of Origin of the gantry crane's components/parts;
  - b.5 Shop Test Certificates from Manufacturer (motors); and
  - b.6 Certificate of Warranty on parts and services for one (1) year.

### TS-10.0 GUARANTEE

The Contractor shall guarantee that he will repair and/or replace, at his own cost, the equipment/component against defect in design, workmanship and materials and shall include labor, parts and travel time for necessary repairs at the plant for a period of one (1) year after issuance of Acceptance Certificate by NPC.

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

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



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# **SECTION VI**

# TECHNICAL SPECIFICATIONS

(PART II - TECHNICAL DATA SHEETS)

# Section VI - Technical Specifications Part II - Technical Data Sheets

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	Tools and Appliances including Special Tools for Gantry Crane (Per Manufacturer's Standard and Recommended Tools and Appliances)	

# Section VI - Technical Specifications

# Part II - Technical Data Sheets

# **REHABILITATION OF GANTRY CRANE AT AGUS 2 HEPP**

- a) The Bidder shall complete this technical data sheet and submit the filled-up form with the technical proposal. The Bidder shall use continuation sheets as necessary for any other additional information keeping to the format shown herein or by reproducing the same.
- b) NPC reserves the right to reject Bids without proper and/or specific data and information as required herein.
- c) The data required are technical features and characteristics of the Equipment/component/material to be provided by the bidder. Bidder's proposal shall at least be equal or superior to the requirements specified by NPC.

# 1.0 EQUIPMENT/COMPONENT DATA

ITEM	DESCRIPTION	UNIT	NPC REQUIREMENT	SUPPLIER'S DATA
1	Supply of labor, tools,			
	materials, and			
:	equipment including			•
	supervision for the			
}	Rehabilitation of the			•
	Gantry Crane, Agus 2 HEP			
	Electric Motor Drive			
1.1	for Main Hoist		Per OEM Data as Follows:	•
	(100T capacity)			
1.1.1	Original Equipment  Manufacturer		NIPPON	
1.1.2	Year Manufactured	<del>-</del>	1975	
1.1.3	Туре		2SIE-200L6B	<u> </u>
1.1.4	Capacity/Unit		Main Hoist, 2 x 100 tons	
<u>1</u> .1.5	Serial No.		EN 60034	
1.1.6	Part No.		A87615	<del></del>
1.1.7	Power	KW	22	
1.1.8	Voltage	VAC	460	
1.1.9	Frequency	Hz	60	
1.1.10	RPM	rpm	1200	<u> </u>
1.1.11	Phase	Ø	3	
1.1.12	Protection	_	IP 55	<del></del>
1.1.13	Quantity	set	2	<u> </u>
1.2	Main Hoisting Cable/Wire Rope (100T capacity)		Per OEM Data as Follows:	

1.2.1	Material		JIS G3525 No. 13 Ordinary (Ungalvanized)	
1.2.2	Core		Steel Centered/Independent Wire Rope Core	
1.2.3	Direction and Type of Lay		Z Lay Class B	
1.2.4	Size		30mm x 402.5m	
1.2.5	Quantity	sets	2	
1.3	Brake Motor for Main Hoists		Per OEM Data as Follows:	
1.3.1	Power	w	210	
1.3.2	Rated Thrust	N	500	
1.3.3	Stroke	mm	60	
1.3.4	Voltage	V	440	
1.3.5	Frequency	Hz	60	
1.3.6	RPM	rpm	1200	
1.3.7	Phase	Ø	3	
1.3.8	Protection and Insulation		IP 65; Class F	
1.3.9	Quantity	sets	2	
1.4	VFD for the Main Hoists	_	Per OEM Data as Follows:	
1.4.1	Power	KW	45	
1.4.2	Voltage	V	460	
1.4.3	Frequency	Hz	60	
1.4.4	Phase	Ø	3	
1.4.5	Protection		IP 65	
1.4.6	Operation Temperature	ပိ	-10 to 50	
1.4.7	Storage Temperature	°C	-25 to 75	
1.4.8	Mounting Type		Panel Mount	
1.4.9	Quantity	units	2	·
1.5	Wire Rope Grease for the Main Hoisting Cable		Per OEM Data as Follows:	
1.5.1	Appearance		Grey/Black Fluid Grease	
1.5.2	NLGI Classification	i	00	
1.5.3	Base Oil	_	Highly Refined Mineral Oil	
1.5.4	Four Ball Weld Load	kg	315	
1.5.5	Dynamic Corrosion Resistance		0:0	
1.5.6	Temperature Range	°C	-40 to 120	

1.5.7	Solid Lubricant		Molybdenum Disulphide, Graphite	
1.5.8	Timken OK Load	lbs	40	
1.5.9	Wear Load Index		70	
1.5.10	Quantity	pail	10	,
1.6	Electric Motor Drive for Crane Travel		Per OEM Data as Follows:	·
1.6.1	Power	KW	22	
1.6.2	Voltage	V	460	
1.6.3	Frequency	Hz	60	
1.6.4	RPM	rpm	1200	
1.6.5	Phase	Ø	3	
1.6.6	Protection		IP 55	
1.6.7	No. of Poles		8	
1.6.8	Insulation		Class F	
1.6.9	Frames		Cast Iron	
1.6.10	Quantity	sets	4	
1.7	Lubricant for the Gears of Crane Travel		Per OEM Data as Follows:	
1.7.1	ISO Viscosity Grade		320	
1.7.2	Viscosity		ASTM D445	
1.7.3	cSt @40°C	mm²/s	316	
1.7.4	Vst @100°C	mm²/s	35	<u> </u>
1.7.5	Viscosity Index, ASTM D2270		155	
1.7.6	Pour Point, ASTM D97	ိုင	-33	
1.7.7	Flash Point, ASTM D92	°C	250	
1.7.8	Specific Gravity @15.6°C kg/l, ASTM D4052		0.88	
1.7.9	FZG Scuffing, DIN 51345 (mod) A/16.6/90, Fail Stage		13+	
1.7.10	4-Ball Wear Test, ASTM D4172, mm (Mod 1,800 RPM, 20kg, 54°C, 60 minutes)		250	
1.7.11	Rust protection, ASTM D665, Sea Water Water Seperability, ASTM D1401, Time		Pass	

	to 40/37/3 @82°C, minutes			·
1.7.12	Foaming Characteristics, ASTM D892, Seq. II, Tendency/Stability	ml/ml	0/0 0/0,00	
1.7.13	Quantity	pails	8	
1.8	Lubricant for the Bearings		Per OEM Data as Follows:	
1.8.1	NLGI Grade		1-2	
1.8.2	Odour		Characteristic	
1.8.3	Appearance		Paste	
1.8.4	Operating Temperature Range	°C	-40 to 200	
1.8.5	DN Factor (dm x n)	mm/ min	500,000	
1.8.6	Base Oil Viscosity (40°C)	mm²/s	400	
1.8.7	Colour		Beige	
1.8.8	Vapour Pressure	hPa	Less than 0.001 (@20°C)	
1.8.9	Relative Density		0.85 (20°C)	
1.8.10	Viscosity @40 °C	mm²/s	400	
1.8.11	Viscosity @100°C	mm²/s	40	
1.8.12	Base Oil		Polyalphaolefine	
1.8.13	Thickener		Polycarbamide	
1.8.14	Density @20 °C	g/cm <sup>3</sup>	0.85	
1.8.15	Quantity	pails	6	
1.9	VFD for the Crane Travel		Per OEM Data as Follows:	:
1.9.1	Power	KW	30	
1.9.2	Voltage	V	460	
1.9.3	Frequency	Hz	60	
1.9.4	Phase	Ø	3	
1.9.5	Operation Temperature	°C	-10 to 50	
1.9.6	Storage Temperature	°C	-25 to 75	
1.9.7	Protection		IP 65	
1.9.8	Mounting Type		Panel Mount	<u> </u>
1.9.9	Quantity	units	4	
1.10	Electric Motor for the Trolley	-	Per OEM Data as Follows:	
1.10.1	Power	KW	5.5	
1.10.2	Voltage	V	480	

1.10.3	Frequency	Hz	60	
1.10.4	RPM	rpm	1200	
1.10.5	Phase	Ø	3	
1.10.6	Protection		IP 65	
1.10.7	No. of Poles		8	
1.10.8	Insulation		Class F	
1.10.9	Frames		Cast Iron	
1.10.10	Quantity	sets	2	
1.11	Brake Motors of the Trolley		Per OEM Data as Follows:	
1.11.1	Drum Diameter	mm	250	
1.11.2	Voltage	V	440	
1.11.3	Torque	N-m	315	
1.11.4	Quantity	sets	2	
1.12	Lubricant for the Gears of the Trolley		Per OEM Data as Follows:	
1.12.1	ISO Viscosity Grade		320	
1.12.2	Viscosity		ASTM D445	
1.12.3	cSt @40°C	mm²/s	316	
1.12.4	Vst @100°C	mm²/s	35	
1.12.5	Viscosity Index, ASTM D2270		155	
1.12.6	Pour Point, ASTM D97	သ	-33	,
1.12.7	Flash Point, ASTM D92	°C	250	
1.12.8	Specific Gravity @15.6°C kg/l, ASTM D4052		0.88	
1.12.9	FZG Scuffing, DIN 51345 (mod) A/16.6/90, Fail Stage		13+	·
1.12.10	4-Ball Wear Test, ASTM D4172, mm (Mod 1,800 RPM, 20kg, 54°C, 60 minutes)		250	
1.12.11	Rust protection, ASTM D665, Sea Water Water Seperability, ASTM D1401, Time to 40/37/3 @82°C, minutes		Pass	·
1.12.12	Foaming Characteristics,	ml/ml	0/0 0/0,00	

	ASTM D892, Seq. II, Tendency/Stability			·
1.12.13	Quantity	pails	8	
1.13	VFD for the Trolley		Per OEM Data as Follows:	-
1.13.1	Power	KW	30	
1.13.2	Voltage	V	460	
1.13.3	Frequency	Hz	60	
1.13.4	Phase	Ø	3	
1.13.5	Operation Temperature	°C	-10 to 50	·
1.13.6	Storage Temperature	°C	-25 to 75	
1.13.7	Protection		IP 65	
1.13.8	Mounting Type		Panel Mount	_
1.13.9	Quantity	units	2	

# 2.0 SPARE PARTS

# SPARE PARTS FOR SUPPLIED EQUIPMENT AND COMPONENTS/PARTS OF GANTRY CRANE DURING THE WARRANTY PERIOD (Per Manufacturer's Standard and Recommended Spare Parts)

ITEM	DESCRIPTION	ORDER NO.	QTY.*	SHELF LIFE	INTERVAL OF REPLACEMENT	UNIT PRICE	TOTAL PRICE <sup>+</sup>
2.1	Limit switches						
2.2	Bearings						
2.3	Brake end cap						
2.4	Friction disc						
2.5	Fuses						
2.6	Rope guide						
2.7	Push button contact block						
2.8	Contactors						
2.9	Gear box gasket						
2.10	Other spare parts recommended by Manufacturer for 1						

SECTION VI -	TEATING	エレヘトル

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	_			
year operation				

NOTES: \*Supplier to provide minimum quantity required per Manufacturer's/Supplier's recommendation during the warranty period.

# 3.0 TOOLS

TOOLS AND APPLIANCES INCLUDING SPECIAL TOOLS FOR SUPPLIED EQUIPMENT AND COMPONENTS/PARTS OF GANTRY CRANE (Manufacturer's Standard and Recommended Tools and Appliances)

ITEM	DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE
3.1				
3.2	N-			
3.3				
3.4				
3.5				
3.6				
3.7				
3.8				
3.9				
3.10	<u> </u>			

Name of Bidder:	 	
Signature of Bidder:		



Indicated Price shall be used for reference in future purchase orders.

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# **SECTION VII**

# SCHEDULE OF REQUIREMENTS

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### **SECTION VII - SCHEDULE OF REQUIREMENTS**

### (BID PRICE SCHEDULE)

### REHABILITATION OF GANTRY CRANE FOR AGUS 2 HEPP LOCATED IN SAGUIARAN, LANAO DEL SUR

			С	UNIT PRICE FOR G	OODS AND RELATED S	RVICES TO BE SUPPLIE	D AND DELIVERED	TOTAL PRICE
ITEM NO.	DESCRIPTION	QTY, UNIT	. 0 D E	Unit Price of Goods Delivered up to Philippine Port (Phil Peso)+	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)>	Local Currency (Phil. Peso) ({5+6+7+8} × 3)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(6)	(9)
1.0	Replacement of main hoisting cable and auditary hoist trolley	1 (01						
	Recalibration and servicing of all upper & lower limit switches	1 lot				·		
	Replacement and reprogramming of VFD's for the long travel speed, main hoists, and trolley travel	1 lot						
4.0	Replacement of brake motors for the main holsts and trolley travel	1 lot						•
5.0	Replacement of lifting motors for the main hoists	1 lot						
	Replacement of crane travel motors and calibration of the speed and the brakes.	1 lot						
	Recalibration of the two (2) main hoisting motors to balance the lowering & raising of the two main hoisting cables simultaneously	1 lot				·		
8.0	Perform greasing/lubrication of wire rope cable	1 lot					1	
9.0	Servicing/grease repacking of all anti-friction bearing	1 lot						
10.0	Perform servicing and lubrication of gear mechanism	1 lot						
11.0	Perform servicing of main hoist, cross travel (trolley) and long travel braking system	1 foil						
	Replacement and servicing of warning sounder beacon light fixtures underneath the grinder	1 (c)			•			
13.0	Erection of scaffolding at the gantry crane structures	1 (ot						

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

Cost of equipment, freight, insurance, etc. up to Phii. port of entry
Unit Price for Local Transportation, insurance and other local costs incidental to
delivery of the goods from the Phii port of entry to final delivery site

Note: Final	delivery of all ex	quipment/materials	shall be at the	plant site stated above
-------------	--------------------	--------------------	-----------------	-------------------------

Country of Origin
United States

Name of Bidder:	
Signature of Bidder:	 

SECTION VII - SCHEDULE OF REQUIREMENTS

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# SECTION VII - SCHEDULE OF REQUIREMENTS

### (BID PRICE SCHEDULE)

# REHABILITATION OF GANTRY CRANE FOR AGUS 2 HEPP LOCATED IN SAGUIARAN, LANAO DEL SUR

			С	UNIT PRICE FOR G	OODS AND RELATED SI	ERVICES TO BE SUPPLIE	D AND DELIVERED	TOTAL PRICE
ITEM NO.	DESCRIPTION	QTY UNIT	, Ö D E	Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)+	Import Duties & other Levies Imposed by Phil, Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)>	((5+6+7+8) x 3)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(6)	(9)
14.0	Remove old paint of the gantry crane steel structure, then clean, and dry prior to application of the epoxy primer	1 lot						
	Application of epoxy primer to the gentry crane steel structure and dry	1 lot						
	Application of galvanizing compound to the gantry crane structure and dry	1 lot						
	Remove scaffolding and housekeeping of the working area	1 lot						
	Conduct test loading of gantry crane of not less than 100 tons.	1 lot						
	TOTAL		<u></u>	<u> </u>	<del> </del>		<u> </u>	p
					(Amount in Words)			

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

Cost of equipment, freight, insurance, etc. up to Phil. port of entry

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

Code	Country of Origin
 US	United States

Name of Bidder:		
-	-	
Signature of Bidder:		

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

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# **SECTION VIII**

# **BIDDING FORMS**

# **SECTION VIII - BIDDING FORMS**

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

# Checklist of Technical & Financial Envelope Requirements for Bidders

# A. THE 1<sup>ST</sup> ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

# 1. ELIGIBILITY DOCUMENTS

- a. (CLASS A)
- Any of the following:
  - PhilGEPS Certificate of Registration and Membership under Platinum Category in accordance with Section 8.5.2 of the iRR;

### OR:

- The following updated and valid Class "A" eligibility documents enumerated under "Annex A" of the Platinum Membership:
  - Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
  - Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.
    - In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the Revised IRR of RA 9184.
  - The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
  - Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR or as stated under GPPB NPM-039-2014, for Non-Resident Foreign Corporation (NRFC) and Non-Resident Alien Not Engaged in Trade or Business (NRANETB), a Delinquency Verification Certificate may be submitted as a form of Tax Clearance:

### OR:

- A combination thereof
- Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (NPCSF-GOODS-02)
- > The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (NPCSF-GOODS-03) complete with the following supporting documents:
  - Contract/Purchase Order
  - 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales

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

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

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

# b. (CLASS B)

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

# 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)
- Documents to be submitted with the Proposal as specified in Clause TS-9.0(a) of Section VI -Technical Specifications;
- Complete eligibility documents of the proposed subcontractor, if any

# B. THE 2<sup>ND</sup> 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:**

- Each Bidder shall submit one copy of the first and second components of its Bid. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
- 2. In the case of foreign bidders, the eligibility requirements under Class "A" Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.
  - These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines Official Merchants Registry (GoP-OMR).
- 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.

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

			Bidder's Rol	<del>-</del>	a. Date Awarded	Value of Outstanding Works / Undelivered Portion
Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Description	%	b. Date Started c. Date of Completion or Contract Duration/ Date of Delivery	
vernment					<u> </u>	
<u> </u>	<del></del>		<u>.                                    </u>			
	<del></del>	<del> -</del>	<del></del>	<del>  -</del>	<del> </del>	
		<del> -</del>	·	<del>-</del>	<del> </del>	<del></del>
					<del> </del>	
rate	<del>-                                    </del>					
<u></u>		<del></del>	<del></del>	<del> </del>	<u> </u>	. <u> </u>
		<del>                                     </del>		<del> </del>	<del>                                     </del>	<del></del>
·					<u> </u>	<del></del>
	<del>_</del>					
<del></del>	<del></del>				Total Cost	

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

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

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

Submitted by	:	
	(Printed Name & Signature)	_
Designation	: <u></u>	
Date	:	

a. Owner's Name		Contractor's	Role		
b. Address c. Telephone Nos.	Nature of Work	Description	%	a.Amount at Award b.Amount at Completion c.Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
		- <u>-</u>			
					1
				]	1
<u> </u>		<u> </u>	L		
	b. Address c. Telephone Nos.	b. Address c. Telephone Nos.  Nature of Work	b. Address c. Telephone Nos.  Nature of Work  Description	b. Address c. Telephone Nos.  Nature of Work  Description  %	b. Address Nature of Work Description  a. Amount at Award b. Amount at Completion

# **NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

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

		Year 20_
1.	Total Assets	
2.	Current Assets	<del>                                     </del>
3.	Total Liabilities	<del> </del>
	Current Liabilities	
i.	Net Worth (1-3)	
).	Net Working Capital (2-4)	<del> </del>

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

NFCC = [(Current assets minus current liabilities)  $\times$  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	
	<del></del>

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 :

# JOINT VENTURE AGREEMENT

That	W ALL MEN BY THESE PRES		
That	or led	GREEMENT is entered into by and beto al age, <u>(civil status)</u> , authorized representat resident of	veen ive o
		- and -	
	, of legal a	ge, <u>(civil status)</u> , authorized representati	ve o
resour the he	That both parties agree to joi	n together their capital, manpower, equipment, and	othe ing o
	NAME OF PROJECT	CONTRACT AMOUNT	
	That the capital contribution of	each member firm;	
	NAME OF FIRM	CAPITAL CONTRIBUTION	
<u>1.</u> 2.		<b>B</b>	
	g and Undertaking of the said co	jointly and severally liable for their participation in	i the
be the do, exc Bidding do and	That both parties agree that _ Official Representative/s of the ecute and perform any and all a g and Undertaking of the said of I if personally present with full po	and/or	shall ity to the may
be the do, ex Bidding do and Contra	That both parties agree that _ Official Representative/s of the ecute and perform any and all a g and Undertaking of the said of if personally present with full potential this Joint Venture Agree of until terminated by both parties.  Name & Signature of Authorized Representative	and/or Joint Venture, and are granted full power and author ets necessary and/or to represent the Joint Venture in intract, as fully and effectively and the Joint Venture wer of substitution and revocation.  ment shall remain in effect only for the above state.  Name & Signature of Authorized Representative	shall ity to the may
be the do, ex Bidding do and Contra	That both parties agree that _ Official Representative/s of the ecute and perform any and all a g and Undertaking of the said of the personally present with full poor that this Joint Venture Agree of until terminated by both parties.  Name & Signature of Authorized Representative  Official Designation	and/or Joint Venture, and are granted full power and authorets necessary and/or to represent the Joint Venture intract, as fully and effectively and the Joint Venture wer of substitution and revocation.  ment shall remain in effect only for the above state.  Name & Signature of	shall ity to the may
be the do, ex Bidding do and Contra	That both parties agree that _ Official Representative/s of the ecute and perform any and all a g and Undertaking of the said of if personally present with full potential this Joint Venture Agree of until terminated by both parties.  Name & Signature of Authorized Representative	and/or Joint Venture, and are granted full power and author ets necessary and/or to represent the Joint Venture in intract, as fully and effectively and the Joint Venture wer of substitution and revocation.  ment shall remain in effect only for the above state.  Name & Signature of Authorized Representative	shall ity to the may

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

# 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)  (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:
<ol> <li>if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or</li> </ol>
<ol> <li>if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or</li> </ol>
<ol> <li>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</li> </ol>
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
<ul> <li>c) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;</li> </ul>
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)

# FORM OF BID SECURITY (SURETY BOND)

BOND	NC	D.: DATE BOND EXECUTED:				
transa unto M (amou payme	oct b Natio Int in	ond, We (Name of Bidder) (hereinafter called "the Principal") and (Name of (Name of Country of Surety), authorized to usiness in the Philippines (hereinafter called "the Surety") are held and firmly bound an Power Corporation (hereinafter called "the Employer") as Obligee, in the sum of words & figures as prescribed in the bidding documents), callable on demand, for the of which sum, well and truly to be made, we, the said Principal and Surety bind our successors and assigns, jointly and severally, firmly by these presents.				
SEALI	ED v	vith our seals and dated this day of 20 20				
	_	S, the Principal has submitted a written Bid to the Employer dated the day of, for the (hereinafter called "the Bid").				
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:					
		fails or refuses to execute the Contract; or				
		fails or refuses to submit the required valid JVA, if applicable; or				
		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 that the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

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

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

# BID-SECURING DECLARATION REHABILITATION OF GANTRY CRANE FOR AGUS 2 HEPP (PR NO. PR NO. MA-A2M23-002)

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

I/We<sup>1</sup>, 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.
- 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.

Affiant

20	IN WITNESS WHEREOF, I/we at, Philippines.	have hereunto set my hand this day of
		[Name and Signature of Bidder's Representative/ Authorized Signatory] [Signatory's legal capacity]

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

 $<sup>^{\</sup>it I}$  Select one and delete the other. Adopt same instruction for similar terms throughout the document.

# **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;
- 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:
  - Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - 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].
- [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	mv	hand	fhis		day	٥f		20	_4
		, Philippines.					,,_,,	.,	_	uay	Ů,	<u> </u>	20	а

[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]

# **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 REHABILITATION OF GANTRY CRANE FOR AGUS 2 HEPP (PR NO. MA-A2M23-002) 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

# 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, <a href="mailto:real-width">[name and address of Supplier</a>] (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 <a href="mailto:real-width">[amount of guarantee in figures and words]</a>.

We, the <u>[name of the universal/commercial bank]</u>, 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 <u>[amount of guarantee in figures and words]</u>.

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 thi duly registered with the DTI on	in office
duly registered with the DTI on	is office, <u>(Name of Bidder)</u> is
This further certifies that the articles forming part which are/is (Specify)	
articles, materials, or supplies grown, produced or me encircle the applicable description/s).	anufactured in the Philippines. (Please
This certification is issued upon the request of (Na connection with his intention to participate in the bidding of the National Power Corporation (NPC).  Given this day of20 at	for the <u>(Name of Project)</u> , Philippines
	Name
<u>-</u>	Position
	Department of Trade & Industry