

04 July 2023



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

BID DOCUMENTS

Name of Project : SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF ONE (1) UNIT AQUATIC WEED HARVESTER SET & ACCESSORIES AT AGUS 1 HEP

Project Location : Agus 1 HEP, Marawi City

PR No. : MA-A2M23-056

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Design and Development Department



SECTION I

INVITATION TO BID





National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2023-0392

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2023 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
MA-A2M23-056 / PB230905-RA00250 Supple, Delivery, Installation, Test & Commissioning of One (1) Unit Aquatic Weed Harvester Set & Accessories at Agus 1 HEP	Supply, Delivery, Test and Commissioning of Aquatic Weed Harvesting Equipment or any Equipment for Cleaning of Waterways, Reservoir and Drainage System	24 August 2023 9:30 A.M.	05 September 2023 9:30 A.M.	₱ 44,000,000.00 / ₱ 25,000.00
MG-A7M23-057 / PB230905-RA Supply and Delivery of Stop Logs for Units 3, 4 & 5 Intake Area of Agus 6 HEPP	Supply and Delivery of Dam Gates / Structures for Hydroelectric Power Plant	24 August 2023 9:30 A.M.	05 September 2023 9:30 A.M.	₱ 40,800,000.00 / ₱ 25,000.00
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

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

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
MA-A2M23-056	One Hundred Twenty (120) Calendar Days	Fifteen (15) Years
MG-A7M23-057	One Hundred Fifty (150) Calendar Days	Fifteen (15) Years

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

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

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

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

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

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
 - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
 - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
 - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
 9. Bid opening shall be 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: bcسد@napocor.gov.ph /

12. You may visit the following websites:

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



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

SECTION II

INSTRUCTION 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 **SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF ONE (1) UNIT AQUATIC WEED HARVESTER SET & ACCESSORIES AT AGUS 1 HEP**, with identification number **PR NO. MA-A2M23-056**.

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 **₱ 44,000,000.00**.

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.

SECTION II – INSTRUCTIONS TO BIDDERS

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

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

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

SECTION II – INSTRUCTIONS TO BIDDERS

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

13. Bid and Payment Currencies

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

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

14. Bid Security

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

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

15. Sealing and Marking of Bids

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

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

SECTION II – INSTRUCTIONS TO BIDDERS

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

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

SECTION II – INSTRUCTIONS TO BIDDERS

- 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 SHEETS

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to supply, delivery, test and commissioning of aquatic weed harvesting equipment or any equipment for cleaning of waterways, reservoir and drainage system.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes.</p>



<p>10.5</p>	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Proposal as specified in Clause TS-10.0(a) of Section VI - Technical Specifications; <p style="margin-left: 40px;">Manufacturer's brochures, manuals and other supporting documents of equipment, materials, hardware and tools proposed by the bidders must comply with the technical specifications of such equipment, materials, hardware and tools. It shall be a ground for disqualification if the submitted brochures, manuals and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process.</p> <p style="margin-left: 40px;">Equipment, materials, hardware and tools proposed by the winning bidder to be supplied, which were evaluated to be complying with the technical specifications, shall not be replaced and must be the same items to be delivered/installed/used during the contract implementation. Any proposed changes/replacement of said items may be allowed on meritorious reasons subject to validation and prior approval by NPC.</p> 2. Complete eligibility documents of the proposed sub-contractor, if any
<p>12</p>	<p>The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
<p>14.1</p>	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
<p>19.3</p>	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p>
<p>19.5</p>	<p>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.</p>

20.1	Additional documents to be submitted during Post-Qualification: a. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02); b. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02; c. Documents to be submitted during post-qualification process as specified in TS-10.0(b) of Section VI-Technical Specifications
20.2	The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
21.2	Notice to Proceed.



SECTION IV

GENERAL CONDITIONS OF CONTRACT

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

SECTION V

SPECIAL CONDITIONS OF CONTRACT

SECTION V – SPECIAL CONDITIONS OF CONTRACT

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



SECTION V – SPECIAL CONDITIONS OF CONTRACT

	<p>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;</p> <p>(iii) Original and four copies of Supplier's factory test/inspection report;</p> <p>(iv) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</p> <p>(v) Certificate of Completion/Inspection Report signed by the Procuring Entity's representative at the Project Site;</p> <p>(vi) Original and four copies of the Inspection Receiving Report signed by the Procuring Entity's representative at the Project Site;</p> <p>(vii) Original and four copies of the certificate of origin (for imported Goods); and</p> <p>(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.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Vice President - Mindanao Generation.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VII - Schedule of Requirements:</p> <p>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>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</p> <p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>
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SECTION V – SPECIAL CONDITIONS OF CONTRACT

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

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

Spare Parts –

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

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

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

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

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

Packaging –

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

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

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p> <p>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.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
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2.2	<p>Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from effectivity of the contract and upon the submission to and acceptance by the Procuring Entity of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.</p> <p>All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.</p> <p>The terms of payment shall be as follows:</p> <p>1) For Supply and Delivery Contracts:</p> <p>(a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.</p> <p>(b) On Delivery: Eighty percent (80%) of the Contract Price of the delivered Goods shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.</p> <p>(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price of the delivered Goods shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, if required, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents.</p> <p>2) For Supply, Delivery, Installation, Test and Commissioning Contracts:</p> <p>(a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or</p>
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SECTION V – SPECIAL CONDITIONS OF CONTRACT

	<p>Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.</p> <p>(b) On Delivery: Eighty percent (80%) of the price of the delivered Goods, excluding price for installation, test and commissioning shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.</p> <p>(c) On Acceptance: The remaining twenty percent (20%) of the price of the delivered Goods plus price for installation, test and commissioning shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents.</p> <p>3) For Supply, Delivery, Installation, Test and Commissioning Contracts where Installation, Test and Commissioning prices are included in the supply price:</p> <p>(a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.</p> <p>(b) On Delivery: Sixty percent (60%) of the price of the delivered Goods shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.</p> <p>(c) On Acceptance: The remaining forty percent (40%) of the price of the delivered Goods shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's</p>
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SECTION V – SPECIAL CONDITIONS OF CONTRACT

	<p>authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents</p>
<p>3.2</p>	<ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: "To guarantee the faithful performance of the Principal's obligation to undertake (<u>Contract/Purchase Order Description</u>) in accordance with the terms and conditions of (<u>Contract No. & Schedule/Purchase Order No.</u>) entered into by the parties." 2. The bond shall remain valid and effective until the duration of the contract (<u>should be specific date reckoned from the contract effectivity</u>) plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: <ol style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.
<p>4</p>	<p>The inspections and tests that will be conducted are specified in the Technical Specifications.</p>



SECTION VI

**TECHNICAL
SPECIFICATIONS**

**(PART I – TECHNICAL
SPECIFICATIONS)**

SECTION VI – TECHNICAL SPECIFICATION

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, delivery, installation, test and commissioning of brand new **one (1) unit Aquatic Weed Harvester Set equipped with auxiliaries and equipment for NPC Agus 1 HEP, Marawi City.**

Other parts and accessories including special tools and replacement spare parts which are not specifically mentioned herein but are necessary for the proper assembly and operation of the equipment during the warranty period shall be furnished.

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

Equipment shall essentially be the standard products of the manufacturer which best meets the conditions of sound engineering economy of manufacture and procurement of any necessary spare parts.

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

All necessary corrections and deviations from the specification of the equipment arising either from error in the workmanship or design made by the Supplier/Manufacturer with the resulting extra expenses and related damages shall be solely charged to the account of the Supplier.

Utmost care shall be strictly observed by the Supplier 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 Supplier, the Supplier shall repair or replace all damaged items at his own expense and to the satisfaction of NPC.

TS-2.0 SCOPE OF WORK

The scope of work shall cover the supply, delivery, test, commissioning of brand new **one (1) unit Aquatic Weed Harvester for NPC Agus 1 HEP** with complete auxiliary equipment & devices, control & protection devices, and other necessary works /services including but not limited to the following:

SECTION VI – TECHNICAL SPECIFICATIONS

- a) Installation at Agus 1 HEP, Marawi City;
- b) Conduct testing, commissioning and training of NPC personnel including familiarization of operation and maintenance of Weed Harvester and its accessories;
- c) Fuel tank shall be filled fully and all other maintenance and repair cost shall be at the expense of the supplier/contractor **during the site testing, installation and commissioning period;**
- d) Coordinate at all times to the project proponent/duly authorized representative (Maintenance/Operations/PTS personnel), Safety, Pollution and Control Officer during the execution of the contracted work;
- e) Comply with the following IMS/Safety requirements during installation, conduct of testing and commissioning:
 - e.1 Conduct/undergo IMS orientation on personnel/workers prior to work commencement by the contractor;
 - e.2 Prepare environmental health and safety (EHS) Hazards Risk Assessment and shall secure Safe Work Permit;
 - e.3 Provide its personnel/workers all the prescribed Personnel Protective Equipment (Skull Guard, Safety Shoes, Gloves, Life Vest, etc.) and uniforms that shall be required to wear during testing and commissioning; and
 - e.4 Strictly adhere to NPC's corporate safety and environmental rules and regulation at all times until the completion of the contract.
- f) Shall be held liable for all the damages to the environment, properties, persons, materials and equipment that may occur as a result of the Contractor's negligence and shall be required to submit a written accident report to the Project Proponent or duly authorized representative as early as possible; and
- g) All necessary permits, licenses and other legal requirements shall be secured and all expenses relative thereto shall be shouldered by the contractor.

TS-3.0 CONTRACT PERIOD AND LOCATION

The supply and delivery period shall be **ONE HUNDRED TWENTY (120) CALENDAR DAYS** reckoned from the date stated in the Notice to Proceed.

The unit shall be delivered to National Power Corporation - Agus 1 HEP Plant Site/Warehouse located in Marawi City.

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

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

TS-4.0 DESIGN REQUIREMENTS**TS-4.1 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.

All materials and equipment to be supplied under this contract shall be new and unused, of current manufacture, and of the highest grade and the best of their respective kinds, and free from defects and imperfections. All materials shall comply with the latest revisions or editions of the specified standards or organizations for each equipment specification unless otherwise specified or permitted by NPC. The names of manufacturers of equipment and articles contemplated for incorporation in the work together with performance capacities and other significant information pertaining to the equipment shall be furnished for approval. Equipment or articles supplied or used without such approval shall be at the Supplier's risk of subsequent rejections.

The Supplier shall be responsible for visiting the site and thoroughly investigate and familiarize himself with all the conditions at site, the surrounding area and take particular reference to its accessibility, means of communication and transportation, and all other factors that could hamper the smooth execution of the contract, particularly on the conduct of test and training of NPC personnel who will be assigned to operate and maintain the equipment.

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

The relative experience of the Manufacturer in the business of manufacturing the equipment and materials shall not be less than the number of years specified in the relevant specifications. Experience less than what is required will be ground for rejection.

TS-4.2 Design Characteristics

The Aquatic Weed Harvester Unit and Accessories shall be designed and manufactured in accordance with relevant ISO standard specifications to ensure quality, safety and efficiency of the product.

The weed harvester shall be a heavy-duty compact and maneuverable mowing and collection boat with a maximum loading capacity of **15.0 m³**, which simultaneously cuts aquatic weed under the water surface and both sides with a double knife cutting unit and transports them into the hold/storage

SECTION VI – TECHNICAL SPECIFICATIONS

and compresses by a conveyor belt. The hold/storage shall be capable of emptying itself within a short period of time (maximum of 20 sec.) The harvester shall also be suitable for skimming garbage/trash from the water surface by means of a trash collector attached at front conveyor and equipped with all accessories necessary for the safe, efficient and smooth operation of the system.

The aquatic weed harvester unit shall be capable of operating continuously for at least eight (8) hours per day.

TS-4.3 Vessel and Auxiliaries

- a) Heavy duty diesel-engine driven vessel, with forward speed of at least 3.5 knots and reverse speed of at least 2.0 knots equipped with Echo Sounder designed for the safe and efficient operation. Propeller shall be equipped with guards for its protection against debris and other harmful objects;
- b) The weed harvester vessel shall be comprised of heavy-duty **pontoons and hull** made of quality marine plates for floatation. The material shall be equivalent to Aluminum or superior with the following specification:
 - b.1 Shall be made of quality marine plates with a minimum thickness of 4.0mm;
 - b.2 Shall be equipped with manufacturer's standard internal fuel tanks designed for a minimum 8 hours continuous operation;
 - b.3 Water light compartments with manholes for maintenance;
 - b.4 With at least 4 anodes on the hull mounted for optimal protection against corrosion; and
 - b.5 With two (2) coatings and one watertight topcoat.
- c) Operator's Platform with minimum capacity of two (2) persons, modern and spacious which houses the complete control panel, monitoring devices/gauges, electrical outlets/lighting system and emergency stop controls, furnished with the following:
 - c.1 Hydraulic height adjustment of cabin/operator's platform for low bridges;
 - c.2 Cabin windows for excellent overview during cutting, loading, and unloading operation;
 - c.3 Ergonomic seats;
 - c.4 Windows in front, back, and sides and shall be of tempered safety glass. Wrap around, full view, front glass windshield with wiper and side mirrors;
 - c.5 Cabin sliding doors both sides with opening roof; and
 - c.6 With two (2) electric fans
 - c.7 Safety Equipment:
 - c.7.1 Portable Fire Extinguisher:
 - a. One (1) unit 7.1 kg. (15.5 lbs.) HCFC or Halotron I, non-expiry, multi shots, and wall hung type with bracket & mounting accessories, UL/FM approved for remote discharge to engine room;

SECTION VI – TECHNICAL SPECIFICATIONS

b. One (1) unit ABC Powder Type, 5.0 lbs (min.), non-expiry, multi-shots, wall-hung type and BFP/DTI Accredited for remote discharge to cabin;

c.7.2 Lifebuoy Rings:

- a. One (1) piece: bright orange cross linked polyethylene outer shell with 18m buoyant throwing line;
- b. One (1) piece: bright orange cross linked polyethylene outer shell with floating light;

c.7.3. First Aid Kit containing all the necessary and basic/standard first aid medical items in a storage bag or box.

c.7.4 Life Jackets two (2) pieces, Solas certified, Adult type, Chest Size up to 175cm, fluorescent orange w/ reflectors.

d) Electrical System

The electrical system shall be of manufacturer's standard, 12V or 24V DC or AC Alternator capable of providing electrical power for primary and accessory functions including engine starting, lighting for both cabin and night operating lights, warning devices, and other required system gauges and appurtenances and shall be protected in a fuse box.

e) Protective Finish:

- e.1 The weed harvester hull and body shall be sand blasted, primed and finished with a minimum of two (2) coats of high grade epoxy paint with a minimum thickness of 254 microns (10 mils) and a water light top coat in manufacturer's standard color;
- e.2 All pontoons and surfaces at or below the level of the deck shall be painted with a minimum of two (2) coats of high grade tar epoxy with minimum thickness of 178 microns (7.0 mil); and
- e.3 The deck and all walk areas shall be covered with a non-skid coating.

TS-4.4 Engine

The Heavy duty **Marine Diesel Engine** prime mover shall be of manufacturer's standard, (4 cycle), multi-cylinder, equipped with marine water keel cooling system. It shall be capable of delivering the maximum power output requirement designed to drive the weed harvester and all its accessories and auxiliaries:

- a.1 Fuel Tank capacity shall be of manufacturer's standard.
- a.2 Electric Motor Starter (12/24DC volts) complete with heavy duty lead acid type battery and Engine-driven battery charger, connection cables, terminals and battery mounting frame.
- a.3 Control, protection and safety devices designed to bring the engine to automatic shutdown in the event of over speed, high cooling water temperature, low oil pressure and other manufacturer's specified mechanical faults. It shall be equipped with emergency

SECTION VI – TECHNICAL SPECIFICATIONS

stop button and alarm devices for all abnormal conditions that may endanger the engine.

- a.4 The engine shall have monitoring parameters and minimum required standard metering devices and indicating instruments.

TS-4.5 Hydraulics System

The hydraulic system shall be equipped with the following pumps capable for delivering the required output rating for safe and efficient operation of the system:

- a. LS Pump for propulsion and shall be of manufacturer's standard capacity rating;
- b. Gear pumps for conveyor belts and shall be of manufacturer's standard capacity rating;
- c. Gear pump for steering and cylinder hydraulics and shall be of manufacturer's standard capacity rating; and
- d. Gear pump for U-cutting unit and shall be of manufacturer's standard capacity rating.

TS-4.6 Drive

The weed harvester shall be equipped with two (2) winder-free swiveling drive screws hydraulically tiltable upwards with collision and weed protection including fully hydraulic tractive drive with stepless speed control. Drive operation shall be carried out through hydraulic pilot-controlled hand sensors.

TS-4.7 Bilge Pump

Heavy duty bilge pump designed to remove water efficiently from the hull and shall be of manufacturer's standard pump capacity rating.

TS-4.8 Cutting Unit

The cutting system shall be made of high-quality Front-U-double-knife-cutting system with minimum cutting width of 2.30m and minimum cutting depth of 1.50m under water. The cutting depth shall be adjustable with the front conveyor belt.

TS-4.9 Conveyor System

The weed harvester shall be equipped with loading and unloading conveyor belt made of stainless materials polystal crossbars, high strength glass-fibre reinforced plastic rods, rubber mantled rods and fixed at a rubber belt.

The front and loading conveyor belt shall be made from heavy-duty materials of latest model/design and technology. The length, width, height and sizes shall be of manufacturer's standard designed for its safe and efficient operation.

SECTION VI – TECHNICAL SPECIFICATIONS

TS-5.0 SPARE PARTS

The supplier must have an established local Service Center (Owned or Officially Accredited) with experienced technical personnel that will promptly and efficiently cater to the repair, maintenance and spare parts requirements of the supplied unit during the warranty period.

The supplier shall supply, deliver and install as required (consumables are by supply and delivery only like filter elements, fan belts, lubricants, oils and coolants, injector tips, etc) all the spare parts including labor and travel time necessary for replacement of repair works during the warranty period. The supply shall include all the spare parts specified in the specification and Technical Data Sheets, and all other parts required to sustain the operation of the weed harvester unit and all accessories during the warranty period. Quantity of specified /listed spare parts which are not sufficient during the warranty period shall be provided by the Supplier at no cost to NPC.

Spare parts shall include all items that are expected to be consumed or replaced during the test and commissioning stage and these shall be identified and submitted in the form as specified in the Spare Parts List.

All spare parts shall be delivered/arrived at the site before the start of test and commissioning, complete with markings showing the description or code numbers to facilitate identification and retrieval.

TS-6.0 TOOLS AND APPLIANCES

Tools and appliances recommended by the manufacturer and are deemed required to perform the operation and maintenance of the equipment to be supplied under this Contract shall be provided by the Supplier.

- a) One (1) set of special/standard tools and instruments required for start-up, test and commissioning, operation and normal/overhaul maintenance of the whole of the equipment and auxiliaries with corresponding **toolbox** furnished by the Supplier;
- b) Any special tools or appliances required for installation, assembling, dismantling and adjustment of all works and usually not available in a standard machine shop or retailing store.

TS-7.0 INSTRUCTION MANUALS (OPERATION & MAINTENANCE) / PARTS BOOK

Supplier shall submit two (2) sets of Operation and Maintenance Manuals required for all equipment supplied under this Contract, at least forty-five (45) calendar days prior to test and commissioning for NPC review and approval. The Manuals shall include Parts List and Preventive Maintenance Schedule during the life span of the weed harvester set and auxiliaries and shall be submitted at least one (1) month prior to the delivery of the unit.

Manuals shall contain data relevant to the equipment or system design and its installation, start-up, operation, lay-up, preventive maintenance, troubleshooting, testing and repair.

SECTION VI – TECHNICAL SPECIFICATIONS

List of all equipment and systems supplied and its accessory components complete with respective descriptions, operating requirements at all processes including applicable drawings, equipment outline drawings, assembly drawings, system flow diagrams, single line diagrams and other relevant drawings.

Operating procedures and instructions shall provide the operator with information that tells him when and how to operate the equipment, including precautions, limitations, and set points. Procedures listed in step-by-step sequence shall include start-up and shutdown. Troubleshooting charts and tables shall be used to list likely evidence of malfunction and what could be responsible.

Preventive Maintenance Schedule for all equipment with servicing procedures including instructions for dismantling and/or replacing components, routine electrical and mechanical procedures, performance check and tests, checks for cleaning, lubricating and otherwise caring for equipment.

Maintenance and overhaul instructions with step-by-step procedures for all anticipated equipment repairs including control system troubleshooting, alignment and calibration, assembly and disassembly. Dimension record with clearances and tolerances and torque values for all bolts shall be provided for reference.

TS-8.0 PERFORMANCE REQUIREMENTS

The Aquatic Weed Harvester and all its auxiliaries/accessories shall operate and perform to satisfactorily meet the guaranteed or specified values in accordance with the requirements specified in the Technical Data sheets.

TS-9.0 TESTING AND ACCEPTANCE CRITERIA**TS-9.1 General**

All tests required shall be performed to ensure adequacy of design, material, workmanship and conformance of the supplied equipment to the requirements of the specifications and applicable standards.

The equipment shall be subjected to the manufacturer's standard factory tests prior to delivery.

The Supplier shall be responsible for the conduct of test at the site in accordance with the approved test procedure to be submitted by the Supplier/Manufacturer. NPC shall be notified by the Supplier fifteen (15) days in advance prior to conduct of site test.

The Supplier shall submit two (2) copies of test procedures for NPC's review/approval for all equipment covered by the Contract at least fifteen (15) days prior to the conduct of actual test. The test procedures shall cover the test to be conducted at the site.

SECTION VI – TECHNICAL SPECIFICATIONS

Certified test reports/results of all tests conducted at manufacturer's shop/factory shall be submitted to NPC for evaluation and acceptance.

Measuring and testing instruments, tools, and other devices required during the site test shall be furnished by the Supplier.

Fuel oil (full tank), lubricating oil, lubricants, chemicals and other consumables required during initial filling and site test shall be borne by Supplier.

The Supplier shall provide the services of highly qualified engineers/supervisors and skilled personnel during testing who shall be responsible in coordinating and supervision of the test.

NPC shall be responsible in compiling, recording, and submitting the relative test reports. Certified test reports shall be submitted by the Supplier within a maximum of seven (7) days after the completion of tests.

Acceptance certificate shall be issued only after all the required tests are satisfactorily conducted and results are within the acceptable range and the guaranteed values are met.

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

TS-9.2 Factory Test

Before leaving the factory, the weed harvester shall be subjected to the following tests:

- a) Starting Test and Maneuvering Test of the weed harvester and all auxiliaries (as applicable) at no load;
- b) Unit load test of the weed harvester and all auxiliaries (as applicable); and
- c) Test and simulation of controls and safety protections of the weed harvester and all its auxiliaries (as applicable).

After the factory test, the weed harvester shall be thoroughly checked and inspected with the presence of NPC representative/s to determine the condition of the external and internal parts. If defective parts are found, those parts shall be replaced or remedied and necessary adjustments shall be made at the expense of the Supplier.

TS-9.3 Site Test

After delivery of the equipment, the Supplier shall notify NPC of the date when the weed harvester are ready for test at site.

SECTION VI – TECHNICAL SPECIFICATIONS

TS-9.3.1 Pre-Site Checking/Test (Typical)

- a) Checking of safety valve settings
- b) Checking of settings for switches and instrument transmitters
- c) Functional test of all supplied equipment
- d) Checking for tightness, rotation, direction of auxiliary motors, etc.
- e) Setting/calibration of relays and other protective devices
- f) Conduct Hydrostatic and pneumatic tests of field assembled equipment and piping, as applicable

TS-9.3.2 Site Test

The Site Test shall be carried-out after the Pre-Site Test has been conducted to ascertain its fitness for operation and shall include the following:

- A. Procedure:
 - a) Trial run of individual auxiliary equipment, if applicable
 - b) System sequential operation
 - c) Weed harvester tripping device test
 - d) No load operation of weed harvester
 - e) Test of control systems safety and operating functions
 - f) Unit start-up/stop tests
- B. Supplier Participation:
 - a) Supply sufficient fuel (full tank) to conduct total testing

TS-9.3.3 Performance Test

The performance test shall be carried out during the period of site test to verify the guaranteed or specified values of the equipment in accordance with the requirements of the specifications which include the guaranteed diesel engine rating, pump capacity output, loading and unloading capacity, forward & backward speed, and others.

TS-9.4 Test Failures

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

If the results of the performance test at site show that the equipment failed to meet the guaranteed required output, the Supplier shall be given two (2) weeks maximum from the completion date of the performance test to make any necessary corrections or alterations of defects before conducting the retest. The Supplier may request time extension for any corrections subject to NPC's evaluation/approval of corresponding justification for such extension. One (1) retest is allowed only during the required two (2) weeks maximum period including trial runs.

SECTION VI – TECHNICAL SPECIFICATIONS

NPC shall have the right to reject the Weed Harvester whose guaranteed capacity output is less than what is required in NPC specifications.

TS-9.5 Test Reports/Certificates

One (1) certified copy of the reports of all tests and other manufacturer standard tests shall be furnished to NPC within a maximum of fifteen (15) days following the completion of the tests, for all of the Supplier's supplied equipment.

Test certificates shall include, in addition to the test results, the following information:

- a) Date of the performance of test;
- b) Equipment data; and
- c) The equipment serial number.

The Supplier shall bear the cost of furnishing these records and reports.

TS-10.0 DRAWINGS & DOCUMENTS TO BE SUBMITTED

- a) To be submitted with the bid
 - a.1 Letter of Confirmation that a local agent or representative is available to provide after sales service and parts for the equipment to be supplied. Name, address and contact number/person shall be provided;
 - a.2 Manufacturer's brochures/catalogues of Aquatic Weed Harvester and all its auxiliaries;
 - a.3 Bid must be accompanied by authorization to bid from any of the following:
 - a.3.1 Original Equipment Manufacturer (OEM).
 - a.3.2 In case of authorized distributor issuing the notarized appointment, it shall be accompanied by a Certificate of Authorized Distributorship from the OEM.
 - a.3.3 Licensee of the OEM.
 - a.3.4 Original copy of Manufacturer's Authorization to bid directly addressed to the BAC-NPC indicating therein the PR/Reference Number with:
 - a.3.4.1 Certificate from the bidder that it's offered make/brand exist in the Philippine market for not less than five (5) years.
 - a.3.4.2 Certificate of Trainings/Work Experience from Supplier/Manufacturer's personnel who will conduct the actual training for NPC (at least 2 years' experience in the operation of Aquatic Weed Harvester or similar to the offered model).

SECTION VI - TECHNICAL SPECIFICATIONS

Note: Authorization to bid shall be current and valid for one (1) year from date of issuance.

- a.4 Completely filled-out Technical Data Sheets;
- b) To be submitted during post-qualification
 - b.1 ISO 9001 Certificate of the Manufacturer or equivalent;
 - b.2 Certificate of Origin of the weed harvester from the Manufacturer;
 - b.3 Certificate of Warranty on parts and services for one (1) year;
 - b.4 Shop Test Certificates from Manufacturer;
 - b.5 Assembly and dimensional drawings, schematic wiring diagrams, interconnection diagrams identifying by terminal number;
 - b.6 Site test Procedure;
 - b.7 Three (3) sets of operation and maintenance manual;
 - b.8 Date of Manufacture and Production Control No.;
 - b.9 Bill of lading; and
- c) To be submitted during post-qualification
 - c.1 Three (3) sets of operation and maintenance manual;
 - c.2 Site test procedure;
 - c.3 Assembly and dimensional drawings, schematic wiring diagrams, interconnection diagrams identifying by terminal number;
 - c.4 Quality Assurance or Quality Inspection Certificate from the Manufacturer;
 - c.5 Technical Specifications and/or Drawings indicating Part Number;
 - c.6 Installation Manual; and
 - c.7 Certificate to show that the item to be delivered is brand new.
- d) Supplier's/Manufacturer's Drawings

Prior to the procurement of all equipment to be supplied, the Supplier shall submit for NPC's review, approval, and/or reference, two (2) copies of manufacturer's typical and standard prints of as-built drawings (outline/arrangement drawings of equipment and its auxiliaries, wiring diagrams). NPC shall review, comment or note corrections to be made and return one (1) copy to the Supplier within twenty (20) calendar days after receipt of the drawing. If corrections are required, the Supplier shall make all necessary corrections and re-submit such within fourteen (14) calendar days for NPC's review and approval.

Supplier shall provide two (2) copies of the Instruction Manuals required for all equipment supplied under this Contract including site training program, test procedures at least one (1) month prior to site testing.

Supplier's documents and drawings shall be prepared and submitted preferably on A4 or A3 sheets folded to A4 to The Manager, Project Management Department.

NPC reserves the right to reproduce any drawings or prints received from the Supplier as may be required despite any notice prohibiting the same appearing on the drawing or the print. All drawings are preferred in a computer-aided format. However, if unable to comply with this requirement, manual drafted drawings will be acceptable. All CAD produced drawings are to be submitted in Autocad formats. All other computer-generated documents are to conform to Microsoft Office.

TS-11.0 GUARANTEE

The Supplier shall guarantee that upon receipt of NPC's Notice of Request, he will promptly repair, and/or replace, at his own expense, equipment and machineries, against defect in design, workmanship and materials and shall include labor, parts and travel time for necessary repairs at the site effective from date of issuance of Certificate of Completion for a period of twelve (12) months.

The Supplier shall also provide the services of the equipment Manufacturer/Supplier or his authorized local representative (a service technician who has complete knowledge of proper operation and maintenance of the weed harvester for a period of not less than two (2) days in two (2) separate visits which will coincide on the first two (2) scheduled periods of preventive maintenance (every 250 hours or per manufacturer's recommended hours) during the warranty period at no cost to NPC to perform the following, but not limited to:

- a) Checking/inspection of installed equipment;
- b) Conduct evaluation and assessment of operating parameters;
- c) Make necessary adjustment on instruments and controls;
- d) Perform/supervise necessary cleaning, repair, trouble shooting, parts replacement; and
- e) Provide training and/or informative instructions similar to items "a)" to "d)" above to NPC Operation and Maintenance Personnel. Such training/instruction shall be conducted (Hands on) in such a way that NPC O & M Personnel would be able to perform reliably and satisfactorily on equipment supplied under this contract.

This shall include any maintenance/repair services rendered upon request of NPC in the event of any abnormality occurs within the warranty period. For minor repairs/replacements/adjustments as determined by the Supplier, NPC maintenance personnel who had undergone training conducted by the Supplier may perform the necessary repairs/replacements/adjustments, if authorized by the Supplier through any means of available communications, provided that such repair shall not relieve the Supplier of its obligation under the contract if such repair is not done properly.

The guarantee period of twelve (12) months shall be exclusive of any downtime attributable to the Supplier. In case of weed harvester downtime occurs during the warranty period due to fault of the Supplier, the downtime hours shall be added to the 1-year warranty period which shall start upon

receipt by the Supplier of NPC's Notice of Request for Supplier's Repair Services. Hence, the warranty period is extended with the equivalent downtime attributable to the Supplier. Provided further that the release of the warranty bond/security is without prejudice to terms provided by Clause TS-10.0 and shall be done after the warranty period plus downtime attributable to Supplier, if any as certified by the concerned end-user.

Accordingly, the warranty bond shall be extended.

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

The Warranty Period for the completed Works shall commence on the date of issue of the Certificate of Acceptance.

TS-12.0 CERTIFICATE OF COMPLETION AND ACCEPTANCE

When all the works and services have been satisfactorily completed as required in the Contract, the Supplier may give notice to this effect to NPC. The notice shall be the basis for the issuance of Certificate of Completion in respect of the works within fifteen (15) days of receipt of such notice.

After the lapse of the warranty period, provided that there are no defects found and/or pending repair works (including completion of the required Supplier's Service Personnel Services specified in Clause TS-9.0 (Guarantee) as certified by the Manager – PMD), NPC shall issue the Certificate of Final Acceptance.

TS-13.0 MISCELLANEOUS

TS-13.1 Training of NPC Personnel

The Supplier shall conduct training at Site of NPC's personnel who will be assigned to operate and maintain the weed harvester. At least twelve (12) NPC Personnel shall participate in the training program. The Supplier shall provide a comprehensive training program (to be submitted for NPC's approval) related to design application, operation and maintenance, including trouble shooting of the Supplier's supplied system and equipment starting from Start of tests and thereafter up to the issuance of Certificate of Acceptance.

The contents of the training program shall include but not limited to:

- a) Lectures on weed harvester, principles in management and practices for operators, technicians and in maintenance personnel; and
- b) Hands-on training on Operation and Maintenance training program covering electrical, mechanical and instrumentation and control.
- c) Proper maintenance during long period of standby condition.

SECTION VI – TECHNICAL SPECIFICATIONS

The cost of training of all involved NPC personnel shall be borne by the Supplier and shall be included in the bid price.

Upon completion of the training, the Supplier shall issue the participants with Certificate of Completion.

SECTION VI

TECHNICAL SPECIFICATIONS

(PART II - TECHNICAL DATA SHEETS)

Section VI - Technical Specifications

Part II - Technical Data Sheets

TABLE OF CONTENTS

	DESCRIPTION	PAGE
I	Aquatic Weed Harvester and Associated Equipment	TDS-1

PART II – TECHNICAL DATA SHEETS

AQUATIC WEED HARVESTER SET & ACCESSORIES FOR AGUS 1 HEP

- 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.

EQUIPMENT/COMPONENT DATA

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
A.	Aquatic Weed Harvester	*Designed, manufactured and tested in compliance with the latest version of ISO standards, mounted on heavy duty self-propelled vessel with pay loading capacity of 15.0m ³ equipped with front U-double knife cutting, conveyor belt system for loading and unloading, and all other accessories/auxiliaries needed for the safe, efficient and smooth operation of the equipment.	
1.0	Manufacturer/Assembler of Aquatic Weed Harvester being offered	By Supplier	
2.0	Model of Aquatic Weed Harvester being offered	By Supplier	
3.0	Aquatic Weed Harvester Manufacturer's/Assembler's Experience, yr.	5 (minimum)	
4.0	Aquatic Weed Harvester Type	U-double knife cutting	
5.0	Max. Loading Capacity, m ³	15.0	
6.0	Vessel & Auxiliaries		
6.1	Type	Self-propelled	
6.2	Speed	Forward - 3 knots (min); Backward – 2 knots (min)	
6.3	Echo Sounder	Manufacturer's Standard	
6.4	Propeller Guard	Included	
6.5	Pontoons and Hull Materials	Aluminum or Equivalent	
6.6	Hot Rolled Hull Thickness	4.0 mm (min)	
6.7	Fuel Tank	Included	

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SECTION VI – TECHNICAL SPECIFICATIONS

(Cont'd.....)

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
6.8	Fuel Tank Capacity	Manufacturer's Standard	
6.9	Hull Submersible Bilge Pump Type	Manufacturer's Standard	
6.10	Bilge Pump Cap.	100 l/min (min)	
6.11	Water light compartments and manholes	Included	
6.12	Null mounted Anodes	4 pcs (min)	
6.13	Electrical System (DC/AC Alternator)	Manufacturer's Standard	
7.0	Operator's Platform		
7.1	Capacity	2 persons (at least)*	
7.2	Hydraulic Cabin height adjustment	Included	
7.3	Cabin Windows	Tempered safety glass	
7.4	Windshield, wipers and side mirrors	Included	
7.5	Ergonomic Seats	2 pcs *	
7.6	Sliding Doors w/ opening roof	Included	
7.7	Electric Fans	2 pcs *	
8.0	Protective Finish		
8.1	Hull and Body Finish	Sand blasted, primed & finished w/ a min. of two (2) coats high grade epoxy paint @ 254 microns (10mils) and water light top coat in manufacturer's standard color.	
8.2	Pontoons and Surface Finish	Sand blasted, primed & finished w/ min. of two (2) coats of high grade tar epoxy and min. thickness of 178 microns (7.0 mil)	
8.3	Deck and Walk Area Finish	Sand blasted, primed & finished w/ non-skid coating	
9.0	Safety Equipment		
9.1	One (1) Unit Portable Fire Extinguisher	7.1 kg. (15.5 lbs.) HCFC or Halotron I, non-expiry, multi shots, wall hung type with bracket and mounting accessories, UL/FM approved	
9.2	One (1) Unit Portable Fire Extinguisher	One (1) unit ABC Powder Type, 5.0 lbs (min.), non-expiry, multi-shots, wall-hung type and BFP/DTI Accredited	
9.3	One (1) Pc. Lifebuoy Ring	Bright orange cross linked polyethylene outer shell with 18m buoyant throwing line	
9.4	One (1) Pc. Lifebuoy Ring	Bright orange cross linked polyethylene outer shell with floating light	
9.5	Two (2) Pcs. Life Jackets	Solas certified, Adult type, Chest Size up to 175cm, fluorescent orange w/ reflectors	
9.6	First Aid Kit	Basic/Standard first aid medical items in a storage bag/box	

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SECTION VI – TECHNICAL SPECIFICATIONS

(Cont'd....)

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
10.0	Engine		
10.1	Type	Diesel, 4 cycle, multi-cylinder, marine water keel cooling system	
10.2	Manufacturer/Assembler of Diesel Engine being offered	By Supplier	
10.3	Model of Diesel Engine being offered	By Supplier	
10.4	Diesel Engine Power Output, kWm or BHP	By Supplier	
10.5	Number of Cylinders	By Supplier	
10.6	Electric Starter Motor	Included	
10.7	Battery, Lead Acid (12V or 24V)	Included	
10.8	Battery Charging System	Engine Driven	
10.9	Control, protection and safety devices (TS-4.4 a.3)	Included	
10.10	Fuel Tank Capacity, Ltr.	Manufacturer's Standard	
10.11	Engine monitoring parameters & min. required standard metering devices & indicating instruments	Included	
11.0	Anchors	Stainless steel or equiv. high tensile strength steel material anchors	
12.0	Hydraulic System		
12.1	Hydraulic Load Sensing Pumps	Included	
12.2	LS Pump Capacity Rating for Propulsion	By Supplier	
12.3	Gear Pump Cap. Rating for conveyor belt	By Supplier	
12.4	Gear Pump Cap. for steering & cylinder hydraulics	By Supplier	
12.5	Gear Pump for U-Cutting Unit	By Supplier	
12.6	Reservoir/oil tank, control section valves and auxiliary section (TS-4.4 c)	Included	
13.0	Drive		
13.1	Two (2) Winder-free swiveling drive screw	Included	
13.2	Collision and weed protection	Included	
13.3	Hydraulic Pilot-controlled hand sensors	Included	
14.0	Cutting Unit		
14.1	Type	Front-U-double knife cutting	
14.2	Cutting width	2.30m (min)	
14.3	Cutting depth	1.50m (min)	

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SECTION VI – TECHNICAL SPECIFICATIONS


(Cont'd.....)

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
15.0	Conveyor System		
15.1	Cross bar materials	Stainless polystal	
15.2	Plastic rod material	High-strength glass-fiber, rubber mantled	
15.3	Front Conveyor Belt length, width & offload height	Manufacturer's Standard	
15.4	Loading Conveyor Belt length, width & loading width and height	Manufacturer's Standard	
16.0	Controls		
16.1	Hydraulic pumps on/off control	Included	
16.2	Fresh water pump variable speed control	Included	
16.3	Cutting Unit variable speed control	Included	
16.4	Cab temp and fan controls	Included	
16.5	Windshield wiper control	Included	
16.6	Working lights control	Included	
16.7	Engine ignition start switch	Included	
16.8	Cabin lights	Included	
17.0	Electrical System		
17.1	DC or AC Gen.	Manufacturer's Standard	
17.2	Lightings, Outlets, Wirings, Fuse Box & Breakers	Manufacturer's Standard	
17.3	Rated Voltage, VAC or VDC	Manufacturer's Standard	
18.0	Spare Parts (Warranty)		
18.1	Engine Air Filter Element *	6 pcs/size **	
18.2	Engine Lube Oil Filter Element *	30 pcs/size **	
18.3	Engine Fuel Filter Element *	15 pcs/size **	
18.4	Radiator Fan Belt *	3 pcs/size **	
18.5	Alternator Belt *	3 pcs/size **	
18.6	Coolant *	4 gallons **	
18.7	Fast Moving spares of hydraulic system set to be consumed during the warranty period. *	1 lot	
18.8	Expected spares to be consumed during the performance test *	1 lot	
18.9	Other spare parts recommended by Manufacturer *	1 lot	

NOTES:

* *The above list is preliminary which is subject to changes to conform with the final design and model/brand of the proposed equipment (per manufacturer's standard).*

** *Quantities may be increased depending on manufacturer's required replacement intervals.*

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SECTION VI – TECHNICAL SPECIFICATIONS

(Cont'd.....)

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
19.0	Spare Parts (Security as applicable)		
19.1	Fuel Injector Assembly	2 pcs *	
19.2	Top Overhauling Kit	1 set *	
19.3	Jacket Water Pump Repair Kit	1 set *	
19.4	Lube Oil Pump Repair Kit	1 set *	
19.5	Fan Adaptor & Accessories including Bearings	2 sets *	
19.6	Turbocharger Repair Kit	1 set *	
19.7	Hydraulic System Security Parts	1 set *	
19.8	Other spare parts recommended by Manufacturer	1 Lot *	
20.0	Standard/Special Tools +		
20.1	Standard and Special Tools for operation and maintenance of weed harvester & accessories.	1 set	
20.2	Tool box, heavy duty, or as required to contain all the standard/special and miscellaneous tools.	1 set	

NOTES:

- **** Quantities may be increased depending on manufacturer's required replacement intervals.
- +** Minimum requirements but the Supplier shall provide/include in the list all the necessary/standard tools required in the performance of normal maintenance and overhaul. The above list is preliminary which is subject to changes to conform with the final design and model/brand of the proposed equipment (per manufacturer's standard). Refer also to NOTE #3 of page III-TDS (MW)-9.

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SECTION VII

SCHEDULE OF REQUIREMENTS

(BID PRICE SCHEDULE)



**SECTION VII - SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)**

SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF ONE (1) UNIT AQUATIC WEED HARVESTER SET & ACCESSORIES AT AGUS 1 HEP

ITEM NO.	DESCRIPTION	QTY.- UNIT	* C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED				TOTAL PRICE
				Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)+	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)>	Local Currency (Phil. Peso) $\{(E+F+G+H) \times C\}$
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
1.	Supply, Delivery, Installation, Test & Commissioning of one (1) Unit Aquatic Weed Harvester Set & Accessories at Agus 1 HEP including all other works and services as specified in the Technical Specifications.	1 Lot						
TOTAL		_____ (Amount in Words)						P _____

- * Bidders shall enter a code representing the Country of Origin of all imported equipment, materials and accessories
- + Cost of equipment, freight, insurance, etc. up to Phil. port of entry
- > Unit Price for Local Transportation, insurance and other local costs incidental to delivery of the goods from the Phil port of entry to final delivery site

Code	Country of Origin
US	United States

Note: Final delivery site of all equipment/component shall be at Agus 1 HEP, Marawi City.

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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

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders**A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:****1. ELIGIBILITY DOCUMENTS****a. (CLASS A)****➤ Any of the following:**

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

OR:

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

OR:

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

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

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

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

- Duly signed computation of its Net Financial Contracting Capacity (NFCC) at least equal to the ABC (NPCSF-GOODS-04) or a Committed Line of Credit (CLC) at least equal to ten percent (10%) of the ABC, issued by a Universal or Commercial Bank; If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.
- b. **(CLASS B)**
- For Joint Venture (if applicable), any of the following:
 - Valid Joint Venture Agreement (NPCSF-GOODS-05)
OR
 - Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract
- Certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product (*For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos*)

2. Technical Documents

- Bid Security, any one of the following:
 - Bid Securing Declaration (NPCSF-GOODS-06c)
OR
 - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
OR
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
OR
 - Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
 - For Sole Proprietorship:
 - Special Power of Attorney
 - For Partnership/Corporation/Cooperative/Joint Venture:
 - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Documents to be submitted with the Proposal as specified in Clause TS-10.0(a) of Section VI - Technical Specifications;
- Complete eligibility documents of the proposed subcontractor, if any

Standard Form No: NPCSF-GOODS-01

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

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

CONDITIONS:

1. Each Bidder shall submit one copy of the first and second components of its Bid. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
2. In the case of foreign bidders, the eligibility requirements under Class "A" Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country, and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

These documents shall be accompanied by a Sworn Statement in a form prescribed by the GRPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines - Official Merchants Registry (GoP-OMR).
3. A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-02

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

Business Name : _____
 Business Address : _____

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

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

Note : This statement shall be supported with the following documents for all the contract(s) stated above which shall be submitted during Post-qualification:
 1. Contract/Purchase Order and/or Notice of Award
 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date.

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

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-03

The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid

Business Name : _____
 Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a.Amount at Award b.Amount at Completion c: Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

- Notes: 1. The bidder must state only one (1) Single Largest Completed Contract (SLCC) similar to the contract to be bid.
 2. Supporting documents such as Contract/Purchase Order and any of the following: Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice for the contract stated above shall be submitted during Bid Opening.

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

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

 Name of Supplier / Distributor / Manufacturer

 Signature of Authorized Representative

Date : _____

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

NAME OF PROJECT

CONTRACT AMOUNT

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1.	P
2.	P

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____ 2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

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

PRINCIPAL _____

SURETY _____

SIGNATURE(S) _____

SIGNATURES(S) _____

NAME(S) AND TITLE(S) _____

NAME(S) _____

SEAL _____

SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF ONE (1) UNIT
AQUATIC WEED HARVESTER SET & ACCESSORIES AT AGUS 1 HEP (PR NO. PR NO.
MA-A2M23-056)

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

I/We¹, the undersigned, declare that:

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

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

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

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

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

Standard Form No: NPCSF-GOODS-07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*_____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF ONE (1) UNIT AQUATIC WEED HARVESTER SET & ACCESSORIES AT AGUS 1 HEP (PR NO. MA-A2M23-056)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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

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

[name and signature of authorized signatory]

[in the capacity of]

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

Bank Guarantee Form for Advance Payment

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

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CERTIFICATION AS A DOMESTIC BIDDER

This is to certify that based on the records of this office, (Name of Bidder) is
duly registered with the DTI on _____.

This further certifies that the articles forming part of the product of (Name of Bidder)
which are/is (Specify) are substantially composed of
articles, materials, or supplies grown, produced or manufactured in the Philippines. (Please
encircle the applicable description/s).

This certification is issued upon the request of (Name of Person/Entity) in
connection with his intention to participate in the bidding for the (Name of Project)
of the National Power Corporation (NPC).

Given this ___ day of _____ 20__ at _____, Philippines

Name

Position

Department of Trade & Industry