



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 DREDGING MACHINE SET AND ACCESSORIES FOR PULANGI IV HEP

**Project Location :** PULANGI IV HEP, PANADTALAN, MARAMAG, BUKIDNON

**P.R. No. :** MG-PLM23-017

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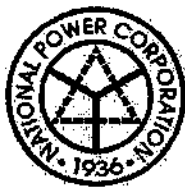
Design and Development Department



# SECTION I

# INVITATION TO BID





# National Power Corporation

## INVITATION TO BID

### PUBLIC BIDDING – BCS 2023-0689

- The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2024 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
MG-PLM23-017 / PB231109-AM (PB2)  Supply, Delivery, Installation, Test & Commissioning of One (1) Unit Dredging Machine Set and Accessories for Pulangi IV HEP	Supply, Delivery, Installation, Test & Commissioning of Vessel Mounted hydraulic Dredging Machine	09 January 2024 9:30 A.M.	23 January 2024 9:30 A.M.	₱ 130,000,000.00 / ₱ 50,000.00

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

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

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
MG-PLM23-017	One Hundred Twenty (120) Calendar Days	Fifteen (15) Years

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

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

- Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
- A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.
- The National Power Corporation will hold Pre-Bid Conference (see table above) and/or through video conferencing or webcasting which shall be open to prospective bidders. Only registered bidder/s shall be allowed to participate in the conduct of virtual pre-bid conference. **Unregistered bidders may attend the Pre-Bid Conference at the Kafiao Room, NPC subject to the following:**

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
  - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
  - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
  - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
  8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
  9. Bid opening shall be in the Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
  10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
  11. For further information, please refer to:  
**Bids and Contracts Services Division,  
Logistics Department**  
Gabriel Y. Itchon Building  
Senator Meriam P. Defensor-Santiago Ave. (formerly BIR Road)  
Cor. Quezon Ave., Diliman, Quezon City, 1100  
Tel Nos.: Tel Nos.: 8921-3541 local 5564/5713  
Email: [bcسد@napocor.gov.ph](mailto: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**

# **INSTRUCTIONS TO BIDDERS**



**SECTION II – INSTRUCTIONS TO BIDDERS**

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## SECTION II – INSTRUCTIONS TO BIDDERS

### 1. Scope of Bid

The National Power Corporation (NPC or NAPOCOR) wishes to receive Bids for the **SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF ONE (1) UNIT DREDGING MACHINE SET AND ACCESSORIES FOR PULANGI IV HYDROELECTRIC PLANT**, with identification number **PR NO. MG-PLM23-017**.

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 VII (Technical Specifications).

### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount specified in the Invitation to Bid.

2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

### 3. Bidding Requirements

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

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

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

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

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

### 5. Eligible Bidders

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

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

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

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

## 6. Origin of Goods

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

## 7. Subcontracts

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

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

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



## 8. Pre-Bid Conference

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

## 9. Clarification and Amendment of Bidding Documents

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

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

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

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

## 13. Bid and Payment Currencies

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

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

## 14. Bid Security

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

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

## 15. Sealing and Marking of Bids

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

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

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

If the Procuring Entity allows the submission of bids through online submission to the given website 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.

Bidders must also comply with the Disclaimer and Data Privacy Notice specified in the BDS.

## 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 VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded to one (1) Bidder in one complete contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

## SECTION III

# BID DATA SHEET



### SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to supply, delivery, installation, test &amp; commissioning of vessel mounted hydraulic dredging machine.</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>
10.1	<p>The prospective bidder shall submit a valid and updated Certificate of PhilGEPs Registration under Platinum Membership (all pages including the Annex A of the said Certificate). <b>Non-compliance shall be a ground for disqualification.</b></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 <b>Post-Qualification</b>:</p> <ol style="list-style-type: none"> <li>1. Contract/Purchase Order and/or Notice of Award</li> <li>2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date</li> </ol> <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 <b>Bid Opening</b>:</p> <ol style="list-style-type: none"> <li>1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice</li> </ol> <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"> <li>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> </li> <li>2. Complete eligibility documents of the proposed sub-contractor, if any</li> </ol>
<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"> <li>a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.</li> </ol>
<p>15.0</p>	<p>All bid submissions and related correspondences are confidential and for viewing only by the intended recipient/s. Any unauthorized access to review, reproduce, or disseminate the information contained therein is strictly prohibited. The National Power Corporation (NAPOCOR) does not guarantee the security of any information electronically transmitted.</p> <p>Bid submissions and related correspondences may contain personal and sensitive personal information, and are subject to the Data Privacy Act of 2012, its implementing rules, regulations and issuances of the National Privacy Commission of the Philippines ("Privacy Laws"). By viewing, using, storing, sharing and disposing (collectively "Processing"), such bids submissions and correspondences, you agree to comply with the Privacy Laws. By responding to correspondence, you consent to the Processing by NAPOCOR of the Personal Data contained in your submission/reply in accordance with NAPOCOR's Personal Data Privacy Policy which you can find at <a href="http://www.napocor.gov.ph">http://www.napocor.gov.ph</a>.</p>

	<p>To report any privacy issue, contact the Data Privacy Officer at <a href="mailto:dpo@napocor.gov.ph">dpo@napocor.gov.ph</a>.</p> <p>NAPOCOR is not liable for the proper and complete transmission of the information contained in bid submission/correspondences nor for any delay in its receipt.</p>
19.3	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p>
19.5	<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	<p>Additional documents to be submitted during Post-Qualification:</p> <ul style="list-style-type: none"> <li>a. Class A – Eligibility Documents listed on the Annex A of Certificate of PhilGEPs Registration under Platinum Membership pursuant to Section 34.3 of the Revised IRR of R.A. 9184</li> <li>b. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government &amp; Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02);</li> <li>c. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02;</li> <li>d. Contract/Purchase Order for the contract stated in the Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03)</li> <li>e. Documents to be submitted during post-qualification process as specified in TS-10.0(b) of Section VI-Technical Specifications</li> </ul>
20.2	<p>The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.</p>
21.2	<p>Notice to Proceed.</p>



## 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 VII (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 IV – SPECIAL CONDITIONS OF CONTRACT**

<b>GCC Clause</b>	
1	<p><b>Delivery and Documents –</b></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"> <li>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies of Supplier's factory test/inspection report;</li> <li>(iii) Original and four copies of the certificate of origin (for imported Goods);</li> <li>(iv) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</li> <li>(v) Certificate of Completion/Inspection Report signed by the Procuring Entity's representative at the Project Site;</li> <li>(vi) Original and four copies of the Inspection Receiving Report signed by the Procuring Entity's representative at the Project Site;</li> <li>(vii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; and</li> <li>(viii) Documents specified in the Technical Specifications, if any.</li> </ul> <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>



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

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

**Incidental Services –**

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

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

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

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

**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



	<p>provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <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><b>Transportation –</b></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>
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	<p><b>Intellectual Property Rights –</b></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>
<p>2.2</p>	<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><b>1) For Supply and Delivery Contracts:</b></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 <b>delivered Goods</b> 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 <b>delivered Goods</b> 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>



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

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

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

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

	<p>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 <b>delivered Goods</b> 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>3.2</p>	<ol style="list-style-type: none"> <li>1. The following must be indicated in the performance bond to be posted by the Contractor:             <ol style="list-style-type: none"> <li>i. Company Name</li> <li>ii. Correct amount of the Bond</li> <li>iii. Contract/Purchase Order Reference Number</li> <li>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. &amp; Schedule/Purchase Order No.)</u> entered into by the parties."</li> </ol> </li> <li>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.</li> <li>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.</li> <li>4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:             <ol style="list-style-type: none"> <li>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;</li> </ol> </li> </ol>



	<ul style="list-style-type: none"><li>ii. The amount claimed by the Obligees under this bond shall be paid in full and shall never be subject to any adjustment by the Surety;</li><li>iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligees' notice of claim/demand letter notwithstanding any objection thereto by the Principal.</li></ul>
4	The inspections and tests that will be conducted are specified in the Technical Specifications.



## **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 Hydraulic Dredging Machine cutter suction type, mounted in a vessel equipped with complete dredging auxiliaries and equipment for NPC Pulangi IV HEP Reservoir, Panadtalan, Maramag, Bukidnon.**

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 and a total of three (3) months actual dredging (including training and familiarization of operation and maintenance of dredging machine and its accessories for NPC personnel) of brand new **one (1) Dredging Machine** mounted in a vessel, equipped with hydraulic suction cutter head dredge with complete dredging auxiliary equipment & devices, control & protection devices, and other necessary works /services including but not limited to the following:

- a) Installation at Pulangi IV HEP Lower Reservoir @ Panadtalan, Maramag, Bukidnon;
- b) Conduct testing, commissioning and training of NPC personnel including familiarization of operation and maintenance of dredging machine and its accessories;
- c) Conduct actual dredging activities equivalent to three (3) months at least 6 days per week and 8 hours per day (except in cases of force majeure or fortuitous event) or with a total accumulated of 832 hours with the presence of NPC training personnel to perform on-job training (OJT). Only fuel consumption shall be shouldered by NPC. All other maintenance and repair cost shall be at the expense of the supplier/contractor;
- d) 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;**
- e) **During the three (3) months actual dredging operation,** only fuel consumption shall be shouldered by NPC. All other maintenance and repair cost shall be at the expense of the supplier/contractor;
- f) 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;
- g) Submit two (2) pictures each during the three (3) months actual dredging at 0%, 50% and 100% completion of work in at least two (2) distinct locations for documentation purposes;
- h) Comply with the following IMS/Safety requirements during installation, conduct of testing and commissioning including the three (3) months actual dredging operation:
  - h.1 Conduct/undergo IMS orientation on personnel/workers prior to work commencement by the contractor;
  - h.2 Prepare environmental health and safety (EHS) Hazards Risk Assessment and shall secure Safe Work Permit;

- h.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 execution of works; and
  - h.4 Strictly adhere to NPC's corporate safety and environmental rules and regulation at all times until the completion of the contract.
- i) 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
  - j) 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 total project duration including training and conduct of actual dredging operation is **SEVEN (7) MONTHS**.

The unit shall be delivered to Pulangi IV HEP Lower Reservoir @ Panadtalan, Maramag, Bukidnon.

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.

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 Dredging Machine.

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 Dredging Machine 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 minimum dredging depth shall be at least 12m achieved at a 60° down angle on the ladder. The lateral cut swinging 90° at approximately 1 m dredging depth are at least 26 m and at least 22 m at 12 m dredging depth

The hydraulic pipeline cutter head suction dredging set installed in a self-propelled vessel shall be capable of moving sediments by means of slurry pumps which sucks up the sediment slurry by hydraulic suction cutter head dredge and pumps it through a pipeline directly to its destination. It shall be fully self-contained and suitable for use in rivers and lakes. It must be transportable by truck and trailer through disassembling of parts and components. It shall be equipped with the following main components and other accessories necessary for the safe, efficient and smooth operation such as but not limited to the following: diesel engine driven dredge pump with jet ring system; steel pontoons; steel center hull; steel boom structures; hydraulic power pack; dredge GPS system & digital depth gauge; control operator's cabin w/ accessories; winches; dredge anchors or dredge spuds; floating lifeline rope; life jackets & lifebuoy rings; and dredge line components/accessories such as HDPE pipes, floaters and lay-flat/flexible hose including all accessories necessary for the safe, efficient and smooth operation of the system.

The dredging machine unit shall be capable of operating continuously for at least eight (8) hours per day.

**TS-4.3 Dredging Vessel and Auxiliaries**

- a) Heavy duty self-propelled vessel of manufacturer's standard or designed with speed of at least **6 knots** equipped with mechanical depth gauge designed for the safe and efficient operation of the dredging machine unit and all its required accessories. Propeller shall be equipped with guards for its protection against debris and other harmful objects. Includes star board for easy/safe loading and unloading of personnel and equipment;
- b) The dredge vessel shall be of manufacturer's standard or designed comprising of heavy-duty **pontoons and hull** for floatation that shall be removable for transportation. The material shall be equivalent to ASTM A-36 steel or superior with the following specification:
  - b.1 Hull construction shall be made of thick hot rolled steel with the following minimum thickness:
    - b.1.1 Hull bottom - 4.7mm;
    - b.1.2 Hull Sides & Deck – 3.57mm; and
    - b.1.3 Lever Room and Pump/Engine Room – 2.78mm
  - b.2 Shall be equipped with internal double-wall fuel tanks with a combined minimum capacity of at least 500 gal. or 1,800 liters;
  - b.3 Each pontoon shall have a skid channel runner the entire length for easy skidding on shore;
  - b.4 The hull shall be equipped with **bilge pumps** to remove water from the hull.
- c) Removable handrails shall be provided on the unit around the perimeter and all entrance areas shall use safety chains with spring loaded thumb latches;
- d) Lever Room/Operator's Cabin, shall be of manufacturer's standard or modern and spacious design which houses the complete control panel w/ stainless steel gauges, digital depth gauge, electrical outlets/lighting system and emergency stop controls, furnished with the following accessories/equipment:
  - d.1 Ergonomic and upholstered seat;
  - d.2 Full view tempered safety glass with 360° visibility;
  - d.3 Insulated lever room for noise reduction and temperature control with a paneled interior; and
  - d.4 Equipped with rooftop air-conditioner
  - d.5 Safety Equipment:
    - d.5.1 Two (2) units of Portable Type Fire Extinguisher, Clean Agent (HFC 236fa), 6.8 kg. (15.0 lbs), non-expiry, multi-shots, wall-hung type and UL/FM approved.
    - d.5.2 Lifebuoy Rings two (2) pieces: bright orange cross linked polyethylene outer shell that will not rot or mould and is

unaffected by extreme weather or prolonged outdoor exposure; fitted as standard w/ lifebuoy grab lines and reflective tapes; Outer Dimension is 24 inch; Inner Dimension is 14 inch; Weight is 2.5kg; Buoyancy is 145 Nt minimum.

d.6 Controls:

d.6.1 Control station shall be of manufacturer's standard which control the following:

d.6.1.1 Swing winches and Anchor winches;

d.6.1.2 Boom; and

d.6.1.3 Spuds.

d.6.2 Dredge pump on/off control;

d.6.3 Fresh water pump variable speed control;

d.6.4 Cutter head variable speed control;

d.6.5 Cab temp. and fan controls;

d.6.6 Windshield wiper control;

d.6.7 Working lights control;

d.6.8 Engine ignition start switch; and

d.6.9 Cabin lights.

d.7 Instrumentation shall be of manufacturer's standard or designed with the following:

d.7.1 Full color display for Engine's oil pressure, coolant temperature, running hours, speed, diagnostic codes, fuel level, hydraulic oil temperature, dredging depth, dredge pump discharge pressure, suction vacuum and hydraulic system pressures.

d.7.2 Dredge pump engage indicator

d.7.3 Discharge flow velocity meter with display

d.7.4 Hydraulic clogging indicators

d.7.5 Low level hydraulic reservoir indicator

d.7.6 Discharge flow meter in cubic meter per second to measure volume of effluent discharge per second.

e) Engine/Pump Compartment

The Engine Pump compartment is equipped with sliding lockable doors, removable roof for easy access of dredge pump/diesel engine during major service maintenance equipped with floodlights.

f) Protective Finish:

f.1 The dredge shall be sand blasted, primed and finished with a minimum of two (2) coats of high grade epoxy paint with a minimum thickness of 10 mils in manufacturer's standard color;

f.2 All pontoons and surfaces at or below the level of the deck and the complete boom and cutter head assembly shall be painted

with a minimum of two (2) coats of high grade tar epoxy with minimum thickness of 7.0 mil; and

f.3 The deck and all walk areas shall be covered with a non-skid coating.

g) Floating Lifeline Rope with clip two (2) sets for attaching to a lifebuoy:

- i.1 30 mtr. length
- i.2 Rope material is non kinking UV stable floating Polyethylene
- i.3 Rope Dia. : 8mm
- i.4 Tensile Strength : 450kg
- i.5 Water proof, rot proof, water rescue rope, commonly found w/ lifebuoys

h) Life Jackets ten (10) pieces, Solas certified, Adult type, Chest Size up to 175cm, fluorescent orange w/ reflectors.

#### TS-4.4 Operating Details

The minimum dredging depth shall be at least 12m achieved at a 60° down angle on the ladder. The lateral cut swinging 90° at approximately 1 m dredging depth is at least 26m (min) and at 12m dredging depth is at least 22m (min).

#### TS-4.5 Hydraulic Power Pack System

Hydraulic System shall be of manufacturer's standard equipped with hydraulic pump (minimum of 3-section pump) that provides service to the cutter head motor, swing winches and ladder winch and sludge pumps designed for the safe, efficient and smooth operation of the system

#### TS-4.6 Engine

Heavy-duty Diesel Engine prime mover (4 cycle), multi-cylinder, water cooled, turbocharged and charge air cooler. Capable of delivering a minimum power output requirement of 328bkW / 440 Bhp at ISO 3046 condition designed to drive the hydraulic equipment/machineries and all its accessories and auxiliaries:

- a. Fuel Tank with minimum capacity of 500 gal. or 1,800 liters.
- b. 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.
  - b.1 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 stop button and alarm devices for all abnormal conditions that may endanger the engine.

- b.2 The engine shall have monitoring parameters and minimum required standard metering devices and indicating instruments.
- b.3 Heavy-duty reservoir/oil tank, control section valves (pressure valves, directional control valves, flow control valves) and auxiliary section (couplings, manifold block, suction pipe, return pipe, etc.) designed for the safe, efficient and smooth operation of the hydraulic system.

**TS-4.7 Hoisting**

Minimum of five (5) sets of Winches shall be of manufacturer's standard with steel cable each designed for the safe operation and swinging of the dredge, lifting the spuds and lifting the ladder. All winches are complete with galvanized cables designed for a minimum of 4,500 lb. line pull capacity.

**TS-4.8 Dredge Pump**

Heavy duty Dredge Pump shall be of manufacturer's standard designed for a minimum pump capacity output of **1,200 m<sup>3</sup>/h (5,200GPM) @ 61m** water and achieve at least 54% efficiency with maximum particle clearance of 150mm.

**TS-4.9 Dredge Anchors or Dredge Spuds**

Heavy duty Dredge Anchors or Dredge Spuds shall be of manufacturer's standard designed with the following minimum specification:

**e.1 For Anchors**

- e.1.1 Stainless steel or high tensile strength steel material anchors;
- e.1.2 Hydraulic retractable system with back-up winch system; and
- e.1.3 With steel cable line of at least 50m each.

**e.2 For Spuds**

- e.2.1 Spud length at least 9m; and
- e.2.2 Hydraulic retractable system with back-up winch system.

**TS-4.10 Electrical System**

The electrical system shall be of manufacturer's standard, 12V or 24V DC maintenance free batteries including a heavy-duty 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.



**TS-4.11 Service Pump**

The dredge shall be equipped with fresh water pump of manufacturer's standard capable of continuously supplying the dredge pump packing with adequate flow and pressure to cool the pump packing and flush out debris and for use at a deck connection. It shall meet the required and suitable rating for best performance of the system.

**TS-4.12 Cutter Head Assembly**

The cutter head assembly shall be of manufacturer's standard, rotating type spiral design cutter head with minimum of six (6) cast steel smooth blades mounted to a heavy duty stainless steel shaft attached to the cutter motor. The cutter head is driven by a hydraulic motor that has variable speed capability and is reversible.

**TS-4.13 Pipes and Connectors**

Heavy duty high density polyethylene pipe (HDPE) with steel connectors capable of carrying and conveying pressurized slurry sediments to designated locations.

- a) Total length distance of 1000 meters;
- b) Made of High Density Polyethylene Pipe (HDPE);
- c) Minimum Outside Diameter of 254mm and minimum thickness of 12mm;
- d) Can withstand a pressure of at least 0.6Mpa; and
- e) Comes with galvanized or any equivalent corrosion resistant coating **steel connectors** (male/female fittings) at both ends of each pipe plus a spare of 24 pieces. The connectors should be easy to pull together and then simply lock them in place with heavy-duty clamps that require zero hand tools to clasp together.

**TS-4.14 Floaters**

Polyethylene (PE) Shell with Polyurethane (PU) Foam inside capable of carrying and securing 1000 meters pipelines on water equipped with securing straps made of high quality materials for easy installation and removal in pipelines.

**TS-4.15 Oil Spill Boom**

The dredge shall be equipped with Oil Spill Boom to mitigate the potential oil spills that may occur during dredging operation and fuel transport in the area. It shall have a total length and height of 300m (min.) and 600mm (min.) The freeboard and skirt draft shall have a minimum sizes of 250mm and 350mm

at 20m/section length complete with rubber belt fabric, HDPE floater , galvanized chain and Navy Connector.

**TS-4.16 Utility/Lifting Boom**

The dredge shall also be equipped with at least 2 tonner capacity motorized lifting boom with pendant control that can be utilized during loading and unloading of heavy equipment, fuel/tube oil drums and other materials capable of lifting and reaching loads from utility boats.

**TS—4.17 Utility Boat/Deck Barge**

A utility boat complete with outboard motor shall be included as means of transportation for personnel during the conduct of maintenance and/or inspection of the dredging machine. It shall have a minimum payload capacity of 680kg and minimum total deck space area of 9m<sup>2</sup>. The boat shall be made of two (2) pressure tested hulls constructed from 4.5mm (min.) marine-grade aluminum and deck made of 3/16in. (min) marine-grade aluminum diamond tread or equivalent equipped with at least two (2) cushioned crew seats, two (2) life rings and two (2) life jackets.

**TS-4.18 Communication System**

A total of four (4) sets of two-way handheld radios shall be included to facilitate communication among personnel on-board and off-shore. It shall be weatherproof with a minimum IP67 Rating and rechargeable Li-on battery that lasts up to 14 hours.

**TS-4.19 Fuel Hand Pump**

Two (2) units of fuel hand pump at least 0.2 ltrs/rev. made of cast steel shall be included capable of transferring fuel from drums to dredging machine fuel tank.

**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 provide on-site support/service 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 dredging machine 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 the 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 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 five (5) 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 dredging machine 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.

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 Dredging Machine Set and all its auxiliaries 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 three (3) 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.

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 to be conducted by NPC.

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 dredging machine set shall be subjected to the following tests with the presence of at least two (2) NPC representative/s:

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

After the factory test, the dredging machine set shall be thoroughly checked and inspected with the presence of least two (2) 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 dredging machine sets are ready for test at site.

#### **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) Dredging machine set tripping device test
  - d) No load operation of dredging machine set
  - 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, dredging pump discharge capacity output, delivery distance, vessel speed, pipe pressure, floaters buoyancy 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.

NPC shall have the right to reject the Dredging Machine Set whose guaranteed capacity output is less than what is required in NPC specifications.

### **TS-9.5 Test Reports/Certificates**

Five (5) certified copies 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 Dredging Machine Set to be supplied. Name, address and contact number/person shall be provided;
  - a.2 Manufacturer's brochures/catalogues of Dredging Machine Set 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's clients that at least one (1) unit of the same offered make/brand were delivered & accepted in the Philippines within the last ten (10) 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 suction cutter head dredging machine or similar to the offered model).
- 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;
  - a.5 ISO 9001 Certificate of the Manufacturer or equivalent; and
  - a.6 Items M-1.0, M-2.0, Annex A.1, E-1.0 & E-2.0 of the technical data sheets.
  - a.7 Certificate of Site Inspection duly signed by Pulangi IV Plant Manager / Superintendent.
- b) To be submitted during post-qualification
- b.1 M-3.0 & M-4.0 of the technical data sheets.
- c) To be submitted during project implementation or as specified in the specification:

- c.1 Certificate of Origin of the dredging machine set;
- c.2 Certificate of Warranty on parts and services for one (1) year;
- c.3 Shop Test Certificates from Manufacturer;
- c.4 Assembly and dimensional drawings, schematic wiring diagrams, interconnection diagrams identifying by terminal number;
- c.5 Site test Procedure;
- c.6 Three (3) sets of operation and maintenance manual including spare parts book;
- c.7 Date of Manufacture and Production Control No.;
- c.8 Bill of lading; and
- c.9 M-5.0, M-6.0, M-7.0 and M-8.0 of the technical data sheets.

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, three (3) 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 three (3) copies of the Instruction/Operations 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 to The Manager, Pulangi IV Hydroelectric Plant.

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 dredging machine sets) 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 dredging machine set 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, 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.

**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 dredging machine set. At least fifteen (15) 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 Dredging Machine, principles in management and practices for operators, technicians and in maintenance personnel;
- b) Hands-on training on Operation and Maintenance training program covering electrical, mechanical and instrumentation and control; and
- c) Proper maintenance during long period of standby condition.

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)**



**PART II – TECHNICAL DATA SHEETS  
MW – MECHANICAL WORKS  
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<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
<b>DOCUMENTS TO BE SUBMITTED DURING BID OPENING</b>		
M-1.0	Dredging Machine Set and Associated Equipment Data Summary	VI-TDS(MW)-2
M-2.0	Diesel Engine Prime-Mover	VI-TDS(MW)-9
Annex A.1	Letter of Authorization and Guarantee Statement either from: 1) <i>Original Equipment Manufacturer (OEM) or 2) Licensee of the OEM accompanied by a Certification from OEM as a Licensee or the Licensee Agreement or 3) Authorized Distributor/Dealer (accompanied by a Certificate of Authorized Distributorship/Dealership from the OEM/Licensee of the OEM). If from the Licensee, a Certification from the OEM as a Licensee or the Licensee agreement must also be submitted)</i>	Attachment As Annex A.1
<b>DOCUMENTS TO BE SUBMITTED DURING POST QUALIFICATION BUT NOT LIMITED TO:</b>		
M-3.0	Spare Parts	VI-TDS(MW)-10
M-3.1	Spare Parts of Diesel Engine and Hydraulic System Set During the Warranty Period	VI-TDS(MW)-10
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M-4.0	Standard/Special Tools	VI-TDS(MW)-12



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SECTION	DESCRIPTION	PAGE
<b>DOCUMENTS TO BE SUBMITTED DURING PROJECT IMPLEMENTATION BUT NOT LIMITED TO:</b>		
M-5.0	<b>ISO 9001 Certificate of the Manufacturer/Assembler or equivalent for the Dredging Machine Set Package</b>	
M-6.0	<b>Standard Certification</b> of the proposed offered model of Dredging Machine Set from any of the following internationally recognized certifying body/organization: a) Canadian Standard Association (CSA) b) Underwriter's Laboratories (UL) c) Japanese Industrial Standards (JIS) d) European Commission (CE) e) Lloyd's Register (LR) f) Germanischer Lloyd (GL) g) Nippon Kaiji Kyokai (NKK) h) American Bureau of Shipping (ABS)	
M-7.0	<b>Manufacturer's/Assembler's General Data, Catalogue and Brochures of model/type of equipment/accessories</b> offered and published as standard products for the Dredging Machine Set which contain the following information: a) Manufacturer/Assembler b) Model/Type c) Operating Head/Depth d) Guaranteed Pump Discharge Capacity e) Guaranteed Pump Delivery Distance f) Diesel Engine Prime-Mover Manufacturer/Assembler g) Diesel Engine Prime Mover Model/Type h) Diesel Engine Prime Mover Rated Capacity i) Hydraulic Power Pack Manufacturer/Assembler j) Hydraulic Power Pack Model/Type	
M-8.0	<b>Supplier/Manufacturer/Assembler Drawings, Brochures, Instruction Manuals and other Documents</b> as specified in Clause TS-8.0 and other relevant Clauses of the Technical Specifications	

**PART II – TECHNICAL DATA SHEETS**

**MW – MECHANICAL WORKS**

**DOCUMENTS TO BE SUBMITTED DURING THE BID OPENING**  
**(Sections M-1.0, M-2.0 and Annex A.1)**

**NOTES**

1. The Bidder shall complete this technical data sheet and submit the filled-up forms with the technical proposal. The Bidder shall use additional sheets as necessary for any other additional information following the format shown herein or by reproducing the same.
2. The data required are technical features and characteristics of the Equipment to be provided by the bidder. Bidder's proposal shall at least be equal or superior to the requirements specified by NPC.
3. Deviation from the requirements indicated in the technical data sheets M-1.0, M-2.0 and non-submission of the required documents listed as Annex A.1 shall be ground for disqualification.
4. All data and information shall be in English language.

Name of Firm	Name & Signature of Representative	Designation
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**M-1.0 DREDGING MACHINE SET AND ASSOCIATED EQUIPMENT DATA SUMMARY**

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
M-1.1	Dredging Machine Set	*Designed, manufactured and tested in compliance with the latest version of ISO standards, mounted on heavy duty vessel equipped with hydraulic pipeline cutter head suction and all other accessories/auxiliaries needed for the safe, efficient and smooth operation of the system.	
M-1.2	Manufacturer/Assembler of Dredging Machine Set being offered	By Supplier	
M-1.3	Model of Dredging Machine Set being offered	By Supplier	
M-1.4	The Manufacturer should have been in the business of manufacturing the equipment for not less than, yr.	10 (minimum)	
M-1.5	The same type of equipment being offered should have been in the actual service for not less than, yr.	5 (minimum)	
M-1.6	Dredging Machine Set Type	Hydraulic Compact Cutter Suction Head	
M-1.7	Dredge Operating Head/Depth	12 m (min)	
M-1.8	Operating Hours per day	8 hrs. (min) 22 hrs. (max)	
M-1.9	Warranty, yr.	1 (minimum)	
<b>M-1.10</b>	<b>Dredging Vessel</b>		
M-1.10.1	Type	Self-propelled	
M-1.10.2	Speed	6 knots(min)	
M-1.10.3	Mechanical Depth Gauge	Included	
M-1.10.4	Propeller Guard	Included	
M-1.10.5	Star Board	Included	
M-1.10.6	Pontoons and Hull Materials	ASTM-A 36 or Equivalent	
M-1.10.7	Steel Thickness		
a.	Hull Bottom	4.7 mm (min)	
b.	Hull Sides & Deck	3.57 mm (min)	
c.	Lever Room & Pump/Engine Room	2.78mm (min)	
M-1.10.8	Fuel Tank	Double Walled	
M-1.10.9	Fuel Tank Capacity	500 gal /1800 ltr. (min)	
M-1.10.10	Skid channel runners	Included	
M-1.10.11	Hull Bilge Pump	2 sets (min)	
M-1.10.12	Removable Perimeter Handrails w/ Safety Chains and thumb latches	Included	

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**M-1.0 DREDGING MACHINE SET AND ASSOCIATED EQUIPMENT DATA SUMMARY (Cont'd.....)**

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
<b>M-1.11</b>	<b>Dredge Pump</b>		
M-1.11.1	Guaranteed Pump Discharge Cap.	1200 m <sup>3</sup> /h (min.)	
M-1.11.2	Guaranteed Pump Working Cap.	54% (min) Efficiency	
M-1.11.3	Head	12m (min)	
M-1.11.4	Particle Clearance	150mm (max)	
M-1.11.5	Delivery Distance	1000m (min)	
M-1.11.6	Power Transmission	By Supplier	
<b>M-1.12</b>	<b>Cutter Head Assembly</b>		
M-1.12.1	Type	Rotating type spiral design cutter head	
M-1.12.2	Mounting	Stainless Steel Shaft	
M-1.12.3	Speed	Fully variable and reversible	
<b>M-1.13</b>	<b>Hydraulic Power Pack</b>		
M-1.13.1	Type	By Supplier	
M-1.13.2	Prime Mover	Diesel Engine Driven	
M-1.13.3	Diesel Engine Type	4 cycle, multi-cylinder, water cooled, turbocharged and charge air cooler	
M-1.13.4	Manufacturer/Assembler of Diesel Engine being offered	By Supplier	
M-1.13.5	Model of Diesel Engine being offered	By Supplier	
M-1.13.6	Diesel Engine Power Output	328bkW / 440 HP (min.) at ISO 3046 condition	
M-1.13.7	Electric Starter Motor	Included	
M-1.13.8	Battery, Lead Acid (12V or 24V)	Included	
M-1.13.9	Battery Charging System	Engine Driven	
M-1.13.10	Control, protection and safety devices (TS-4.4 a.3)	Included	
M-1.13.11	Engine monitoring parameters & min. required standard metering devices & indicating instruments	Included	
<b>M-1.14</b>	<b>Hydraulic Boom</b>		
M-1.14.1	Type	By Supplier	
M-1.14.2	Swing winches & cable	Included	
<b>M-1.15</b>	<b>Winches</b>		
M-1.15.1	Quantity	5 sets (min.)	
M-1.15.2	Line Pull Capacity	4,500 lbs. (min)	
<b>M-1.16</b>	<b>Dredge Anchors or Spuds</b>		
M-1.16.1	For Anchors	- Stainless steel or equiv. high tensile strength steel material anchors - Hydraulic retractable system w/ back-up winch system - With steel cable line 50m (min.) each	

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**M-1.0 DREDGING MACHINE SET AND ASSOCIATED EQUIPMENT DATA SUMMARY (Cont'd.....)**

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
M-1.16.2	For Spuds	- 9m (min.) Length - Hydraulic retractable system w/ back-up winch system	
<b>M-1.17</b>	<b>Service Pump</b>	By Supplier	
<b>M-1.18</b>	<b>Pipes and Connectors</b>		
M-1.18.1	Quantity	By Supplier.	
M-1.18.2	Material	Heavy duty high density polyethylene pipe (HDPE)	
M-1.18.3	Total Length	1000 mtr.	
M-1.18.4	Length per pipe (piece)	By Supplier	
M-1.18.5	Outside Diameter	By Supplier	
M-1.18.6	Thickness	By Supplier	
M-1.18.7	Working Pressure	0.6Mpa (min)	
M-1.18.8	Connectors (male/female)	Included plus 24 pcs. spare	
M-1.18.9	Stainless bolts, washers and nuts	Included	
M-1.18.10	Connector Type	Easy pull and lock in place w/ heavy duty clamps requiring zero hand tools to connect.	
<b>M-1.19</b>	<b>Floaters</b>		
M-1.19.1	Quantity	By Supplier	
M-1.19.2	Material	Polyethylene (PE) Shell with Polyurethane (PU) Foam	
M-1.19.3	Securing straps	Included	
M-1.19.4	Outside Diameter	550mm (min)	
M-1.19.5	Inside diameter (ID)	250mm (min)	
M-1.19.6	Length	800mm (min)	
M-1.19.7	SS314 Stainless Bolts and Nuts	Included	
M-1.19.8	Net Buoyancy	200kg. (min)	
<b>M-1.20</b>	<b>Lever Room/ Operator's Cabin</b>		
M-1.20.1	Heating and Air Conditioning system	Included	
M-1.20.2	Ergonomic seat	Included	
M-1.20.3	Wrap around full view tempered safety glass with 360° visibility	Included	
M-1.20.4	Insulated lever room for noise reduction and temperature control with a paneled interior	Included	
<b>M-1.21</b>	<b>Safety Equipment</b>		
M-1.21.1	Two (2) units of Portable Type Fire Extinguisher, Clean Agent (HFC 236fa), 6.8 kg. (15.0 lbs), non-expiry, multi-shots, wall-hung type and UL/FM approved	Included	

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**M-1.0 DREDGING MACHINE SET AND ASSOCIATED EQUIPMENT DATA SUMMARY (Cont'd.....)**

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
M-1.21.2	Two (2) pcs. Lifebuoy Rings	- Bright orange cross linked polyethylene outer shell - 145 Nt min. buoyancy - Outer Dimension 24 inch, Inner Dimension 14 inch - Max. Weight 2.5kg	
<b>M-1.22</b>	<b>Controls</b>		
M-1.22.1	Control station to control the ff: a. Swing and Anchor winches b. Boom c. Anchor/Spuds	Included	
M-1.22.2	Dredge pump on/off control	Included	
M-1.22.3	Fresh water pump variable speed control	Included	
M-1.22.4	Cutter head variable speed control	Included	
M-1.22.5	Cab temp and fan controls	Included	
M-1.22.6	Windshield wiper control	Included	
M-1.22.7	Working lights control	Included	
M-1.22.8	Engine ignition start switch	Included	
M-1.22.9	Cabin lights	included	
<b>M-1.23</b>	<b>Instrumentation</b>		
M-1.23.1	Full color display for Engine's oil pressure, coolant temp., running hours, speed, diagnostic codes, fuel level, hydraulic oil temp., dredging depth, dredge pump discharge pressure, suction vacuum & hydraulic system pressures	Included	
M-1.23.2	Dredge pump engage indicator	Included	
M-1.23.3	Discharge flow velocity meter w/ display	Included	
M-1.23.4	Hydraulic clogging indicators	Included	
M-1.23.5	Low level hydraulic reservoir indicator	Included	
<b>M-1.24</b>	<b>Electrical System, AC Generator, Lightings, Outlets and Breakers/Fuse Boxes</b>	By Supplier	
<b>M-1.25</b>	<b>Protective Finish</b>		
M-1.25.1	Dredge	Sand blasted, primed and finished with minimum of two (2) coats of high grade epoxy paint w/ a minimum thickness of 10 mils in manufacturer's standard color	
M-1.25.2	All pontoons and surfaces at or below the level of the deck and the complete boom and cutter head assembly	Sand blasted, primed painted with a minimum of two (2) coats of high grade tar epoxy with minimum thickness of 7.0 mil	
M-1.25.3	Deck and all walk areas	Covered with a non-skid coating	

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**M-1.0 DREDGING MACHINE SET AND ASSOCIATED EQUIPMENT DATA SUMMARY (Cont'd.....)**

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
<b>M-1.26</b>	<b>Oil Spill Boom</b>		
M-1.26.1	Total Length	300m (min)	
M-1.26.2	Length per Section	20m/section (approx.)	
M-1.26.3	Total Height	600mm (min)	
M-1.26.4	Freeboard	250mm (min)	
M-1.26.5	Skirt Draft	350mm (min)	
M-1.26.6	Boom Belt Material	Fabric Rubber	
M-1.26.7	Float Material	HDPE	
M-1.26.8	Ballast Chain	Galvanized Chain or equiv.	
M-1.26.9	Connector	Navy Connector or Equiv.	
<b>M-1.27</b>	<b>Utility/Lifting Boom</b>		
M-1.27.1	Type	Motorized	
M-1.27.2	Lifting Capacity	2 ton (min)	
M-1.27.3	Control System Type	Pendant	
<b>M-1.28</b>	<b>Utility Boat/Deck Barge</b>		
M-1.28.1	Quantity	1 Unit	
M-1.28.2	Payload Capacity	680 kg (min)	
M-1.28.3	Total Deck Space	9m <sup>2</sup> (min)	
M-1.28.4	Railings	Removable aluminum safety handrails	
M-1.28.5	Hull Material/Make	Two (2) hulls made from 4.7mm (min) marine-grade aluminum	
M-1.28.6	Deck Material/Make	3/16in Marine-Grade Aluminum Diamond Tread or equiv.	
M-1.28.7	Cushioned plastic molded helm w/ arms for Pilot and two (2) cushioned Crew Seats	Included	
M-1.28.8	Life Rings, two (2) pcs	Included	
M-1.28.9	Life Jackets, two (2) pcs	Included	
<b>M-1.29</b>	<b>Communication System</b>		
M-1.29.1	Handheld Two-Way Radios	4 Units	
M-1.29.2	IP Rating	Weatherproof IP67 (min)	
M-1.29.3	Rechargeable Li-on Battery up to 14 hrs	Included	
<b>M-1.30</b>	<b>Fuel Hand Pump</b>		
M-1.30.1	Quantity	2 Units	
M-1.30.2	Capacity	0.2 ltrs/rev. (min)	
M-1.30.3	Body Material	Cast Steel	
<b>M-1.31</b>	<b>Floating Lifeline Rope with clip</b>		
M-1.31.1	Quantity	2 Sets	
M-1.31.2	Length	30 mtr. (min)	

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**M-1.0 DREDGING MACHINE SET AND ASSOCIATED EQUIPMENT DATA SUMMARY (Cont'd.....)**

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
M-1.31.3	Rope Dia.	8mm (min)	
M-1.31.4	Tensile Strength	450kg (min)	
M-1.31.5	Rope material	Non kinking UV stable floating Polyethylene	
M-1.31.6	Other features	Water proof & rot proof	
<b>M-1.32</b>	<b>Life Jackets</b>		
M-1.32.1	Quantity	10 pcs	
M-1.32.2	Type	SOLAS Certified, Adult type	
M-1.32.3	Chest Size	175cm (max)	
M-1.32.4	Color	Fluorescent orange w/ reflectors	
<b>M-1.33</b>	<b>Training</b>		
M-1.33.1	Manufacturer-supervised Hands-on Technical Training of Plant Personnel	3 personnel (min)	

- NOTES:**
1. \* ISO 9001 and ISO 3046
  2. Experience less than what is required will be ground for rejection of the equipment being offered.

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**M-2.0 DIESEL ENGINE PRIME-MOVER**

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
<b>M-2.1</b>	<b>DIESEL ENGINE</b>		
M-2.1.1	Manufacturer/Assembler	By Supplier	
M-2.1.2	Manufacturer's Experience, yr.	10	
M-2.1.3	Place of Manufacture	By Supplier	
M-2.1.4	Model/Type	By Supplier	
M-2.1.5	Engine Prime Rated Brake Power at ISO 3046 Conditions, kWm or BHP	328bkW / 440 HP (min.)	
M-2.1.6	Number of Cylinders	By Supplier	
M-2.1.7	Bore and Stroke, mm	By Supplier	
M-2.1.8	Piston Displacement, L	By Supplier	
M-2.1.9	Piston Speed, m/s	By Supplier	
M-2.1.10	Engine Mean Effective Pressure, kg/cm <sup>2</sup>	By Supplier	
M-2.1.11	Compression Ratio	By Supplier	

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**PART II – TECHNICAL DATA SHEETS**

**MW – MECHANICAL WORKS**

**DOCUMENTS TO BE SUBMITTED DURING POST-QUALIFICATION**  
**(Sections M-3.0 to M-4.0)**

**NOTES**

1. The Bidder shall complete this technical data sheet and submit the filled-up forms during the post-qualification which shall only serve as reference for the review and approval of brochure/drawings during implementation stage. The Bidder shall use additional sheets as necessary for any other additional information following the format shown herein or by reproducing the same.
2. The data required are technical features and characteristics of the Equipment to be provided by the bidder which shall at least be equal or superior to the requirements specified by NPC.
3. The lists of Spares and Tools (Items M-3.0 to M-4.0) are preliminary and subject to changes to conform with the final design and model/brand of the proposed equipment (per manufacturer's standard).

The Bidder shall indicate "N/A" to the respective items in the said lists (Items M-3.0 to M-4.0) if found not applicable to the brand/model of the proposed equipment. However, NPC has the right to ask the Supplier to provide the same or its equivalent if it is determined as "deemed necessary or standard tool/inherent part or optional item" during the implementation of the project, checking and review/approval of the final lists to be submitted by the Supplier during the Contract Stage at no cost to NPC.

4. Non submission of the above documents shall be a ground for disqualification.

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**M-3.0 SPARE PARTS**

**M-3.1 SPARE PARTS OF DIESEL ENGINE AND HYDRAULIC SYSTEM SET DURING THE WARRANTY PERIOD (Minimum Requirements as Specified in the Technical Specifications and Manufacturer's Standard and Recommended Spare Parts) \*\*\***

ITEM	DESCRIPTION	PART NO.	MINIMUM QUANTITY**	SUPPLIERS DATA
M-3.1a	Air Filter Element		6 pcs/size	
M-3.1b	Lube Oil Filter Element		30 pcs/size	
M-3.1c	Fuel Filter Element		15 pcs/size	
M-3.1d	Water Filter Element		6 pcs/size	
M-3.1e	Fan Belt		3 pcs/size	
M-3.1f	Alternator Belt		3 pcs/size	
M-3.1g	Coolant		4 gallons	
M-3.1h	Fast Moving spares of hydraulic system set to be consumed during the warranty period.		1 lot	
M-3.1i	Expected spares to be consumed during the performance test		1 lot	
M-3.1j	Other spare parts recommended by Manufacturer		1 lot	
M-3.1j.1				
M-3.1j.2				
M-3.1j.3				
M-3.1j.4				
M-3.1j.5				

**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). NOTE #3 of page III-TDS (MW)-9.*

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

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**M-3.2 ENGINE & HYDRAULIC SYSTEM SECURITY SPARE PARTS \***

ITEM	DESCRIPTION	PART NO.	MINIMUM QUANTITY**	SUPPLIERS DATA
M-3.2a	Fuel Injector Assembly		2 pcs	
M-3.2b	Top Overhauling Kit		1 set	
M-3.2c	Jacket Water Pump Repair Kit		1 set	
M-3.2d	Lube Oil Pump Repair Kit		1 set	
M-3.2e	Fan Adaptor & Accessories including Bearings		2 sets	
M-3.2f	Turbocharger Repair Kit		1 set	
M-3.2g	Hydraulic System Security Parts		1 set	
M-3.2h	Other spare parts recommended by Manufacturer		1 Lot	
M-3.2h.1				
M-3.2h.2				
M-3.2h.3				
M-3.2h.4				
M-3.2h.5				

**NOTES:**

\* *The 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). NOTE #3 of page III-TD S(MW)-9.*

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

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**M-4.0 STANDARD/SPECIAL TOOLS (Minimum Requirements as Specified in the Technical Specifications & Manufacturer's Standard/Recommended Tools) +**

ITEM	DESCRIPTION	NPC REQ'T	SUPPLIERS DATA
M-4a	Portable computer (Minimum of Intel I7 Processor, 16GB RAM DDR4, 2666MHZ, 256GB PCIe NVMe SSD + 1 TB SATA 5400 rpm, 13"-15.6" screen size & with the latest pre-installed windows operating system compatible with manufacturer's/Supplier's software) for plotting and survey data downloading	1 set	
M-4b	Standard and Special Tools for operation and maintenance of dredging vessel	1 set	
M-4c	Standard and Special Tools for operation and maintenance of hydraulic cutter head assembly.	1 set	
M-4d	Standard and special tools for operation and maintenance of dredge pump.	1 set	
M-4e	Standard and special tools for operation and maintenance of hydraulic boom, winches and anchors/spuds.	1 set	
M-4f	Standard and special tools for maintenance and overhauling of diesel engine, turbocharger, fuel injector, lube oil pump and jacket water pump.	1 set	
M-4g	Special tools for maintenance and cleaning of radiators and fans.	1 set	
M-4h	Special tools for assembly/disassembly of pipes and floaters.	1 Set	
M-4i	Other tools recommended by the Manufacturer	1 lot	
M-4j	Tool boxes, heavy duty, or as required to contain all the standard/special and miscellaneous tools.	1 Set	

**NOTES: +** *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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**PART II – TECHNICAL DATA SHEETS****MW – MECHANICAL WORKS****DOCUMENTS TO BE SUBMITTED DURING THE PROJECT  
IMPLEMENTATION**  
**(Sections M-5.0, M-6.0, M-7.0 & M-8.0)****NOTES**

1. The Bidder shall complete this technical data sheet/documents and submit the filled-up forms during the project implementation (during contract stage). The Bidder shall use additional sheets as necessary for any other additional information following the format shown herein or by reproducing the same.
2. The data required are technical features and characteristics of the Equipment to be provided by the bidder. Bidder's proposal shall at least be equal or superior to the requirements specified by NPC. The data provided shall be used as basis for evaluation of brochures, drawings and other documents to be submitted for review and approval during the project implementation.
3. All data and information shall be in English language.

<b>DOCUMENTS TO BE SUBMITTED DURING PROJECT IMPLEMENTATION BUT NOT LIMITED TO:</b>		
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
M-5.0	ISO 9001 Certificate of the Manufacturer/Assembler or equivalent for the Dredging Machine Set Package	
M-6.0	<b>Standard Certification</b> of the proposed offered model of Genset from any of the following internationally recognized certifying body/organization: <ol style="list-style-type: none"> <li>a) Canadian Standard Association (CSA)</li> <li>b) Underwriter's Laboratories (UL)</li> <li>c) Japanese Industrial Standards (JIS)</li> <li>d) European Commission (CE)</li> <li>e) Lloyd's Register (LR)</li> <li>f) Germanischer Lloyd (GL)</li> <li>g) Nippon Kaiji Kyokai (NKK)</li> <li>h) American Bureau of Shipping (ABS)</li> </ol>	

**Cont'd.....**

<b>DOCUMENTS TO BE SUBMITTED DURING PROJECT IMPLEMENTATION BUT NOT LIMITED TO:</b>		
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
M-7.0	<p><b>Manufacturer's/Assembler's General Data, Catalogue and Brochures of model/type of equipment offered and published as standard products for the Dredging Machine Set which contain the following information:</b></p> <ul style="list-style-type: none"> <li>a) Manufacturer/Assembler</li> <li>b) Model/Type</li> <li>c) Operating Head/Depth</li> <li>d) Pump Discharge Capacity</li> <li>e) Pump Delivery Distance</li> <li>f) Diesel Engine Prime-Mover Manufacturer/Assembler</li> <li>g) Diesel Engine Prime-Mover Model/Type</li> <li>h) Diesel Engine Prime-Mover Capacity/Rating</li> <li>i) Diesel Engine Prime-Mover Speed</li> <li>k) Hydraulic Power Pack Manufacturer/Assembler</li> <li>j) Hydraulic Power Pack Model/Type</li> </ul>	
M-8.0	<p><b>Supplier/Manufacturer/Assembler Drawings, Brochures, Instruction Manuals and other Documents as specified in Clause TS-8.0 and other relevant Clauses of the Technical Specifications</b></p>	

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**PART II – TECHNICAL DATA SHEETS**

**EW – ELECTRICAL WORKS**

**TABLE OF CONTENTS**

SECTION	DESCRIPTION	PAGE
<b>DOCUMENTS TO BE SUBMITTED DURING BID OPENING</b>		
E-1.0	AC GENERATOR	VI-TDS(EW)-2
E-2.0	ELECTRICAL SYSTEM (LIGHTINGS, OUTLETS, WIRINGS, FUSE BOX & BREAKERS)	VII-TDS(EW)-2

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**PART II - TECHNICAL DATA SHEETS**

**EW – ELECTRICAL WORKS**

**SECTION E-1.0 & E-2.0**

**DOCUMENTS TO BE SUBMITTED DURING THE BID OPENING**

1. The following Technical Data Sheets shall be filled-out and to be submitted with the Bid Proposal.
2. Deviation from the requirements indicated in the Technical Data Sheets shall be ground for disqualification.

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Name of Firm

Name & Signature of Representative

Designation

NATIONAL POWER CORPORATION



VI-TDS(EW)-1

**E-1.0 AC GENERATOR**

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
E-1.1	Manufacturer	By Supplier	
E-1.2	Place of Manufacture	By Supplier	
E-1.3	Generator Model	By Supplier	
E-1.4	Type	By Supplier	
E-1.5	Rated Power Output at 1.0 Power Factor, kW	By Supplier	
E-1.6	Duty	By Supplier	
E-1.7	Rated Voltage, V	By Supplier	
E-1.8	No. of Phase	By Supplier	
E-1.9	Frequency, Hz	60	
E-1.10	Winding Pitch	By Supplier	
E-1.11	Rated Speed	By Supplier	
E-1.12	Insulation Class	By Supplier	
<b>E-1.20</b>	<b>Excitation System</b>		
E-1.20.1	Type	By Supplier	
<b>E-1.21</b>	<b>Automatic Voltage Regulator (AVR)</b>		
E-1.21.1	Manufacturer	By Supplier	
E-1.21.3	Model	By Supplier	
E-1.21.4	Type	Digital	

**E-2.0 ELECTRICAL SYSTEM**

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
E-2.1	No. of Lightings, AC/DC Type and Wattage	By Supplier	
E-2.2	No. of Outlets, Type and Ampere Ratings	By Supplier	
E-2.3	No. of Breakers, Type and Ratings	By Supplier	
E-2.4	Fuse Boxes/Panels	By Supplier	
E-2.5	Wire Sizes and Ratings	By Supplier	

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## **SECTION VII**

# **SCHEDULE OF REQUIREMENTS**

## **(BID PRICE SCHEDULE)**



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

**BPS.1 - SUMMARY**

**SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF ONE (1) UNIT DREDGING MACHINE SET AND ACCESSORIES FOR PULANGI IV HYDROELECTRIC PLANT**

ITEM NO.	PARTICULARS	TOTAL AMOUNT IN FIGURES		TOTAL PESO EQUIVALENT
		Foreign Currency	Phil. Peso	Phil. Peso
1.0	Dredging Machine and Accessories			
<b>TOTAL AMOUNT</b>				

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Designation



**SECTION VII - SCHEDULE OF REQUIREMENTS  
BPS.2 - Breakdown of Prices  
DREDGING MACHINE AND ACCESSORIES FOR PULANGI IV HYDROELECTRIC PLANT**

Item No.	Description of Work or Materials	QTY.- UNIT	* C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED FROM ABROAD				UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED FROM WITHIN THE PHILIPPINES			TOTAL PRICE			
				Unit Price of Goods or Services Foreign Currency ( )**	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)	Unit Price of Goods or Services (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Plant to Delivery Site *** (Phil. Peso)	Forex Currency (E x C)	Local Currency Portion (Phil. Peso) ((F+G+H) x C) or ((I+J+K) x C)		
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)		
<b>A.</b>	<b>HYDRAULIC DREDGING MACHINE SET</b>													
A.1	The hydraulic compact cutter head suction dredging set installed in a self-propelled vessel shall be capable of moving sediments at a minimum discharge capacity of 1200 m3/hr. by means of slurry pumps which sucks up the sediment slurry by hydraulic suction cutter at 12m minimum head/depth dredge and pumps through a pipeline directly to its destination at minimum of 1000 m distance delivery. It shall be fully self-contained and suitable for use in rivers and lakes. It must be transportable by truck and trailer through disassembling of parts and components. It shall be equipped with the following main components and other accessories necessary for the safe, efficient and smooth operation such as but not limited to the following: diesel engine driven dredge pump; steel pontoons; steel hull; steel boom structures; hydraulic power pack; dredge GPS system & digital depth gauge; control operator's cabin w/ accessories; winches; dredge anchors or dredge spuds; floating lifeline rope; life jackets & lifebuoy rings; and dredge line components/accessories such as HDPE pipes, and floaters including all accessories (monitoring & protection equipment) necessary for the safe, efficient and smooth operation of the system., instruction manuals and other accessories as described in the technical specifications.	1 set												
<b>SUB-TOTAL A</b>				(Amount in Words)										

Notes: Final delivery site of all equipment/materials shall be at the plant site stated above if there is a discrepancy on the numbers/units/sets/quantities between or among the technical provision and Schedule of Requirements (SOR), SOR shall prevail

\* 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. Refer to ITB-16.1(b)

\*\*\* 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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name and Signature of Authorized Representative

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**SECTION VII - SCHEDULE OF REQUIREMENTS  
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				Unit Price of Goods or Services Foreign Currency ( )**	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)	Unit Price of Goods or Services (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Plant to Delivery Site *** (Phil. Peso)	Forex Currency (E x C)	Local Currency Portion (Phil. Peso) ((F+G+H) x C) or ((I+J+K) x C)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
<b>B.</b>	<b>OTHER MECHANICAL WORKS</b>											
B.1	Fuel oil (full tank 317 gal.), lubricating oil, lubricants, coolant, chemicals and other consumables required during the initial filling, start-up, pre-test and site testing including fuel oil to be used during a re-test of performance test as described in Clause TS-9.0 of the technical specifications.	1 lot										
B.2	Pipes, HDPE, 1000m, can withstand a pressure of 0.6Mpa, comes with easy pull & lock connectors (male/female) and clamps at both ends of each pipe with 24 pcs. spares connectors including stainless bolts, washers and nuts.	1 lot										
B.3	Floaters, Polyethylene (PE) Shell with Polyurethane (PU) Foam, capable of carrying and securing 1000 meters pipelines on water, equipped with securing straps made of high quality materials for easy installation and removal in pipelines minimum length of 1100mm complete with SS314 Stainless Bolts and Nuts.	1 lot										
B.4	Oil Spill Boom, total length of 300m (min) at 20m/section and total height of 600mm (min) with 250mm (min) Freeboard and 350mm (min) Draft. The boom bell material is made of fabric rubber and HDPE for floaters with galvanized ballast chain or equivalent and navy connector or equivalent.	1 lot										
B.5	Motorized Utility/Lifting Boom, 2 ton (min) lifting capacity with pendant control system.	1 set										
B.6	Utility Boat with 680kg (min) payload capacity made of two (2) hulls using 4.7mm (min) marine-grade aluminum and having a 9m <sup>2</sup> (min) total deck space made from 3/16in marine-grade aluminum diamond tread or equivalent equipped with removable railings made of aluminum steel and cushioned plastic molded helm w/ arms for pilot and two (2) cushioned crew seats including two (2) life rings and two (2) pcs. life jackets.	1 lot										
B.7	Fuel Hand Pump made of cast steel with minimum pump capacity of 0.2 ltr/rev.	2 sets										
B.8	Portable Fire Extinguishers, HCFC or Halotron I, 7.1 kg. (15.5 lbs.), non-expiry, multi shots, wall hung type with bracket and mounting accessories, UL/FM approved	2 sets										
B.9	Floating Lifeline Rope with clip, 30 mtr.	2 sets										
B.10	Air Conditioning system	1 set										
<b>SUB-TOTAL B</b>				(Amount In Words)								

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\*\* Cost of equipment, freight, insurance, etc. up to Phil. port of entry. Refer to (TB-16.1(b))

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

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US	United States

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SECTION VII-SCHEDULE OF REQUIREMENTS

**SECTION VII - SCHEDULE OF REQUIREMENTS**  
**BPS.2 - Breakdown of Prices**  
**DREDGING MACHINE AND ACCESSORIES FOR PULANGI IV HYDROELECTRIC PLANT**

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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
<b>C. ELECTRICAL WORKS</b>												
C.1	AC Generator	1 unit										
C.2	Electrical System such as lightings, Outlets complete with the	1 lot										
<b>SUB-TOTAL C</b>				(Amount in Words)								
<b>D.1 SPARE PARTS</b>												
D.1.1	<b>Spare Parts of Diesel Engine and Hydraulic System Set During the Warranty Period (M-3.1: Part II - Technical Data Sheets, Mechanical Works of the Technical Specification)</b>											
a.	Air Filter Element (6 pcs/size)	1 Lot										
b.	Lube Oil Filter Element (30 pcs/size)	1 Lot										
c.	Fuel Filter Element (15 pcs/size)	1 Lot										
d.	Water Filter Element (6 pcs/size)	1 Lot										
e.	Fan Belt (3 pcs/size)	1 Lot										
f.	Alternator Belt (3 pcs/size)	1 Lot										
g.	Coolant (4 Gallon)	1 Lot										
h.	Expected spares to be consumed during the performance test	1 Lot										
i.	Other spare parts recommended by Manufacturer	1 Lot										
D.1.2	<b>Security Spare Parts for Engine and Hydraulic System Sets Supplied and Delivered (M-3.2: Part II - Technical Data Sheets, Mechanical Works of the Technical Specification)</b>											
a.	Fuel Injector Assembly	2 Pcs										
b.	Top Overhauling Kit	1 Set										
c.	Jacket Water Pump Repair Kit	1 Set										
d.	Lube Oil Pump Repair Kit	1 Set										
e.	Fan Adaptor & Accessories including Bearings	2 Sets										
f.	Turbocharger Repair Kit	1 Set										
g.	Hydraulic System Security Parts	1 Lot										
h.	Other spare parts recommended by Manufacturer	1 Lot										

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US	United States

Name of Bidder

Name and Signature of Authorized Representative

Designation



SECTION VII-SCHEDULE OF REQUIREMENTS

PR NO. MG-PLM23-017

**SECTION VII - SCHEDULE OF REQUIREMENTS  
BPS.2 - Breakdown of Prices  
DREDGING MACHINE AND ACCESSORIES FOR PULANGI IV HYDROELECTRIC PLANT**

Item No.	Description of Work or Materials	QTY.- UNIT	* C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED FROM ABROAD				UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED FROM WITHIN THE PHILIPPINES			TOTAL PRICE		
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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	
<b>D.2</b>	<b>SPECIAL/STANDARD TOOLS</b>												
<b>D.2.1</b>	<b>Manufacturer's Special/Standard Tools Supplied and Delivered (M-4.1:Part II - Technical Data Sheets, Mechanical Works of the Technical Specification)</b>												
a.	Portable computer (Minimum of Intel i7 Processor, 16GB RAM DDR4, 2666MHZ, 256GB PCIe NVMe SSD + 1 TB SATA 5400 rpm, 13"-15.6" screen size & with the latest pre-installed windows operating system compatible with manufacturer's/ Supplier's software) needed for plotting and survey data downloading.	1 Set											
b.	Standard and Special Tools for operation and maintenance of dredging vessel	1 Set											
c.	Standard and Special Tools for operation and maintenance of hydraulic cutter head assembly.	1 Set											
d.	Standard and special tools for operation and maintenance of dredge pump.	1 Set											
e.	Standard and special tools for operation and maintenance of hydraulic boom, winches and anchors/spuds.	1 Set											
f.	Standard and special tools for maintenance and overhauling of diesel engine, turbocharger, fuel injector, lube oil pump and jacket water pump.	1 Set											
g.	Special tools for maintenance and cleaning of radiators and fans.	1 Set											
h.	Special tools for assembly/disassembly of pipes and floaters.	1 Set											
i.	Other tools recommended by the Manufacturer	1 Set											
j.	Tool boxes, heavy duty, or as required to contain all the standard/special and miscellaneous tools.	1 Set											
<b>SUB-TOTAL D</b>				(Amount in Words)									

Notes: Final delivery site of all equipment/materials shall be at the plant site stated above  
 if there is a discrepancy on the numbers/units/sets/quantities between or among the technical provision and Schedule of Requirements (SOR), SOR shall prevail  
 \* 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. Refer to ITB-16.1(b)  
 \*\*\* 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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
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SECTION VII-SCHEDULE OF REQUIREMENTS

PR NO. MG-PLM23-017

**SECTION VII - SCHEDULE OF REQUIREMENTS  
BPS.2 - Breakdown of Prices  
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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
<b>E.</b>	<b>MISCELLANEOUS WORKS</b>											
E.1	Miscellaneous Equipment and Materials (Clause TS-2.0 and TS-9.0 of the Technical Specifications)											
E.1.1	Radio, Two-Way Handheld, weatherproof IP67 rating with rechargeable Li-on Battery up to 14 hrs. Usage	4 Units										
E.1.2	Lube Oil requirement (for the next lube oil change)	80 Liters										
E.1.3	Conduct actual dredging activities for three (3) months at 6 days per week and 8 hours per day	1 Lot										
E.1.4	Conduct training at site of at least three (3) NPC personnel to be conducted by expert/s who are knowledgeable and trained by the dredging machine set manufacturer or his authorized distributor including equipment auxiliaries.	1 Lot										
E.1.5	Conduct Site Testing including test instruments and other services as described in the technical specifications.	1 Lot										
<b>SUB-TOTAL E</b>				(Amount in Words)								
<b>GRAND TOTAL</b>				(Amount in Words)								

Notes: Final delivery site of all equipment/materials shall be at the plant site stated above  
 if there is a discrepancy on the numbers/units/sets/quantities between or among the technical provision and Schedule of Requirements (SOR), SOR shall prevail  
 \* 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. Refer to ITB-16.1(b)  
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## **SECTION VIII**

# **BIDDING FORMS**



## SECTION VIII – BIDDING FORMS

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Standard Form No: NPCSF-GOODS-01

**Checklist of Technical & Financial Envelope Requirements for Bidders****A. THE 1<sup>ST</sup> ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:****1. ELIGIBILITY DOCUMENTS****a. (CLASS A)**

- PhilGEPs Certificate of Registration and Membership under Platinum Category (all pages) in accordance with Section 8.5.2 of the Revised IRR of RA. 9184;

**Note:** The failure by the prospective bidder to update its Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class "A" eligibility documents has been updated

- 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. 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.)*

- 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*)



Standard Form No: NPCSF-GOODS-01

## 2. Technical Documents

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

### B. THE 2<sup>ND</sup> ENVELOPE (FINANCIAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

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

Standard Form No: NPCSF-GOODS-01

**CONDITIONS:**

1. Each Bidder shall submit Two (2) copies of the first and second components of its Bid, marked Original and photocopy. Only the original copy will be read and considered for the bid. Any misplaced document outside of the Original copy will not be considered. The photocopy is ONLY FOR REFERENCE. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
2. In the case of foreign bidders, the eligibility requirements under Class "A" Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.  
  
These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).
3. A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.

Standard Form Number: NPCSF-GOODS-02

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

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

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

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

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

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

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

Standard Form Number: NPCSF-GOODS-03

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

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

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

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

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

Standard Form Number: NPCSF-GOODS-04

**NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

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

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

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

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

NFCC = P \_\_\_\_\_

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

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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

Standard Form Number: NPCSF-GOODS-05

**JOINT VENTURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

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

- and -

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

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

**NAME OF PROJECT**

**CONTRACT AMOUNT**

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1.	P
2.	P

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

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

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

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Official Designation*

\_\_\_\_\_  
*Name of Firm*

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Official Designation*

\_\_\_\_\_  
*Name of Firm*

*Witnesses*

1. \_\_\_\_\_ 2. \_\_\_\_\_

**[Jurat]**

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

Standard Form Number: NPCSF-GOODS-06a

**FORM OF BID SECURITY (BANK GUARANTEE)**

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

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

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are that:

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

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

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

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_  
 WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
 (Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-08b

**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) falls or refuses to execute the Contract; or
  - e) falls or refuses to submit the required valid JVA, if applicable; or
  - f) falls or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

PROVIDED HOWEVER, that the Surety shall not be:

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



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

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

PRINCIPAL \_\_\_\_\_ SURETY \_\_\_\_\_

SIGNATURE(S) \_\_\_\_\_ SIGNATURES(S) \_\_\_\_\_

NAME(S) AND TITLE(S) \_\_\_\_\_ NAME(S) \_\_\_\_\_

SEAL \_\_\_\_\_ SEAL \_\_\_\_\_

Standard Form No: NPCSF-GOODS-06c

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

**BID-SECURING DECLARATION**  
**SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF ONE (1) UNIT DREDGING MACHINE SET AND ACCESSORIES FOR PULANGI IV HYDROELECTRIC PLANT (PR NO. MG-PLM23-017)**

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

I/We<sup>1</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of R.A. 9184; without prejudice to other legal action the government may undertake.
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]

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

Standard Form No: NPCSF-GOODS-07

### Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

Standard Form No: NPCSF-GOODS-08

**BID LETTER**

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

To: **THE PRESIDENT**  
National Power Corporation  
BIR Road cor. Quezon Ave.  
Dillman, 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 DREDGING MACHINE SET AND ACCESSORIES FOR PULANGI IV HYDROELECTRIC PLANT (PR NO. MG-PLM23-017)** 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.  
 Dilliman, 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