



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

BID DOCUMENTS

**Name of Project : SUPPLY AND DELIVERY OF OIL-BASED FUEL TO
SPUG POWER PLANTS AND BARGES FOR CY 2022**

P.R. No. : HO-FMG22-001-PB3

Contents:

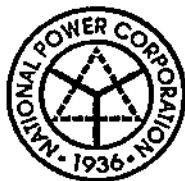
- Section I - Invitation to Bid**
- Section II - Instructions to Bidders**
- Section III - Bid Data Sheet**
- Section IV - General Conditions of Contract**
- Section V - Special Conditions of Contract**
- Section VI - Technical Specifications**
 - PART I – Technical Specifications**
 - PART II – Technical Data Sheets**
 - PART III – Multi-Port Delivery**
 - PART IV – Sample Computation as Per Order Basis
and Line Graph per Order Basis**
- Section VII - Schedule of Requirements**
 - PART I – Approved Budget for Contract**
 - PART II – Table of Delivery Points for Bidding**
 - PART III – Schedule of Monthly Fuel Requirements**
 - PART IV – Bid Price Proposal Form**
 - PART V – Bid Security Requirement**
- Section VIII - Bidding Forms**

Fuel Contract Management Division
Logistics Department

January 2021

SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2022-0055

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2022 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
HO-FMG22-001 / PB211206-JC (PB3) Supply and Delivery of Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022 • Mode of Award: Per Package	Supply and Delivery of Petroleum, Oil or Lubricant products	07 February 2022 9:30 A.M	21 February 2022 9:30 A.M	Total P 632,454,815.00 / P 75,000.00
Approved Budget for the Contract (ABC)		Maximum Cost of Bidding Documents (Pesos)		
500,000 and below		500.00		
More than 500,000 up to 1M		1,000.00		
More than 1M up to 5M		5,000.00		
More than 1M up to 10M		10,000.00		
More than 10M up to 50M		25,000.00		
More than 50M up to 500M		50,000.00		
More than 500M		75,000.00		
<i>Note: If a bidder intends to partially participate for a number of lot(s) only, then the cost of Bidding Documents will be proportionate as indicated above</i>				
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

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

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-FMG22-001	Ten (10) Months Contract Duration	Five (5) Years

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

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

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

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

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

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
 - b. A "No Face mask / No Full Face Shield / No Entry" policy shall be implemented in the NPC premises. Face mask shall be 3-ply surgical or KN95 mask type.
 - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
 - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
 9. Bid opening shall be on Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
 10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 11. For further information, please refer to:

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

BIR Road cor. Quezon Avenue
Diliman, Quezon City
Tel Nos.: 8924-5211 and 8921-3541 local 5504
Fax No.: 8922-1622
Email: bcscd@napocor.gov.ph / bcscd_napocor@yahoo.com

12. You may visit the following websites:

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


ATTY. ROGEL T. TEVES
Vice President, Power Engineering Services
Chairman, Bids and Awards Committee

SECTION II

INSTRUCTIONS TO BIDDERS

SECTION II – INSTRUCTIONS TO BIDDERS**TABLE OF CONTENTS**

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1.	SCOPE OF BID	1
2.	FUNDING INFORMATION.....	1
3.	BIDDING REQUIREMENTS	1
4.	CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES.....	1
5.	ELIGIBLE BIDDERS	1
6.	ORIGIN OF GOODS	2
7.	SUBCONTRACTS.....	2
8.	PRE-BID CONFERENCE	3
9.	CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS	3
10.	DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS	3
11.	DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT	3
12.	BID PRICES	4
13.	BID AND PAYMENT CURRENCIES	4
14.	BID SECURITY.....	4
15.	SEALING AND MARKING OF BIDS	4
16.	DEADLINE FOR SUBMISSION OF BIDS	5
17.	OPENING AND PRELIMINARY EXAMINATION OF BIDS	5
18.	DOMESTIC PREFERENCE.....	5
19.	DETAILED EVALUATION AND COMPARISON OF BIDS.....	5
20.	POST-QUALIFICATION	6
21.	SIGNING OF THE CONTRACT	6

SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The Procuring Entity, **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **Supply and Delivery of Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022**, with identification number **PR No. HO-FMG22-001-PB3**.

The Procurement Project (referred to herein as "Project") is composed of Six Packages as indicated in Section VII – Schedule of Requirements, Part II – Table of Delivery Points for Bidding.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of **Six Hundred Thirty Two Million Four Hundred Fifty Four Thousand Eight Hundred Fifteen Pesos (P632,454,815.00)**.

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

SECTION II – INSTRUCTIONS TO BIDDERS

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

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least twenty five percent (25%) of the ABC of the largest package where he/she is going to bid.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in Section VI (Technical Specifications), although the ABCs of these lots or items are indicated in the **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 one project having several items which shall be awarded as separate contracts per item. However, the contract may be consolidated into one (1) master contract document if the Bidder is awarded more than one (1) item.
- 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, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> Supply and Delivery of Petroleum, Oil or Lubricant products. Completed within five (5) years prior to the deadline for the submission and receipt of bids. <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<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>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"> Complete eligibility documents of the proposed sub-contractor, if any Letter of Guarantee indicating the Project Sites that the Bidder shall submit a bid(s) (NPCSF-GOODS-09). Project Sites not indicated in the Letter of Guarantee but for which a bid was submitted in the Bid Price Schedule shall not be considered in the evaluation of bids. <p>The bidder shall not enumerate Project Sites wherein the total amount of the corresponding ABC will exceed the bidder's NFCC. Otherwise, it shall be a ground for disqualification.</p> <ol style="list-style-type: none"> Certificate of International Law of Reciprocity for foreign bidders; <p>Bidders are also given the option to submit the following post-qualification documents as part of the eligibility requirements to facilitate the determination of the Lowest Calculated Responsive Bid:</p> <ul style="list-style-type: none"> Latest income and business tax (VAT) returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) in the form specified in Section III - BDS 20.1; Other appropriate licenses and permits required by law and stated in Section III - BDS 20.1, if any. <p>However, bidders shall not be rated "failed" for not submitting said documents since these post-qualification documents are considered optional in the eligibility requirements.</p> <p>In the case of foreign bidders, except for the Tax Clearance, the eligibility requirements under Class "A" Documents 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</p>

	<p>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.</p> <p>The financial component of the bid shall contain the following:</p> <ol style="list-style-type: none"> 1. Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08) 2. Duly signed and completely filled-out Bid Price Schedule (Section VII) indicating the unit and total prices per item (Project Site) and the total amount in the prescribed Price Schedule form. <p>The Bidder may submit a bid to one or more than one Lot provided that the resulting Total Contract Price shall not exceed the ABC of the particular Lot or ABCs of the respective Lots wherein it submitted a bid or bids. Otherwise, the bid shall be considered non-complying and disqualified.</p> <p>Bidders claiming for domestic preference shall submit the following:</p> <ol style="list-style-type: none"> 1. Letter address to the BAC claiming for preference 2. Certification from DTI as Domestic Bidder in accordance with the prescribed forms provided. <p>In case a bidder will not submit bid for reason that his cost estimate is higher than the ABC, said bidder 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 2016 Revised IRR of R.A. 9184.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification of Percent (%) Accomplishment and Satisfactory Performance as of the date of bidding coming from project owner/client. <p>The bidder shall declare in form NPCSF-GOODS-02 maximum of ten (10) 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. Bidder must prioritize to declare on-going contracts with NPC and to its energy family (e.g. PSALM, DOE, AND Transco), if any. Non declaration will be a ground for disqualification of bid.</p>

	<p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening (Shall be at least 25% of the amount of the largest package where he/she is going to bid):</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>The prospective bidders shall declare its Joint Venture partner during the purchase of bid/tender documents. 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. Failure to do so shall be a ground for disqualification/non-acceptance of its bid.</p>
11.3	The total ABC is P632,454,815.00 . Each Project Site has a corresponding ABC indicated in Section VII, Part I – Approved Budget for Contract for Bidding. Any bid with a financial proposal exceeding the ABC of the respective Project Site or Delivery Point shall be disqualified.
12	The price of the Goods shall be quoted EXW/DDP Project Site.
12.1	<p>The Bid Prices shall be the bid less discount given plus Biofuel Cost and Delivery Cost pursuant to the Amendments to the GPPB Revised Guidelines on Index-Based Pricing for Procurement of Petroleum, Oil and Lubricant Products. (GPPB Resolution No. 26-2019 dated 30 October 2019)</p> <p>The cost of Biodiesel mixed with base Diesel Oil shall be included in the bid for Diesel Oil representing the Biofuel Cost component of the Delivered Price. Biofuel Cost is pursuant to per R.A. 9367, the Biofuels Act of 2006 and its IRR.</p> <p>The Bidder shall submit a bid for Bid Price, less Discount, Biofuel and Delivery Cost which are components of the Delivered Price of fuel when multiplied to the Quantity shall result into the Total Contract Price of fuel for the Project Site or Delivery Point.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	The goods are grouped into Packages. The bids shall be evaluated and the award of contract shall be based on per package basis. The Bidders bid offer for each Delivery Point must be within the ABC of the particular Delivery Point. Bidders with bid offers that exceed the ABC of the Delivery Point or with incomplete price for the Delivery Point shall be rejected. Bidders are required to submit bids to all the power plants/barges under the package. An

incomplete submission of bid for the package shall be non-responsive and disqualified outright.

Arithmetical corrections shall consider the following, in case of discrepancies between:

1. bid prices in figures and in words, the latter shall prevail;
2. total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail;
3. the stated total price and the sum of prices of component items the latter shall prevail;
4. unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail.

In case there is a difference in the computation of the unit price (Delivered Price) by the Bidder and the Procuring Entity due to rounding off, the computation of the latter shall prevail and be considered for the evaluation.

Evaluation and Comparison of Bids using Index-Based Pricing:

The goods shall be delivered to the Project Sites (Delivery Points) categorized as (a) Per Plant with plant site delivery or pick-up at Supplier's depot or specific pier or wharf; and (b) Per Lot composed of power plants with a common delivery point. The most advantageous bid offer for a particular delivery point shall be determined using the formula below:

For Industrial Diesel Oil :

Delivered Price = (Bid Price x 0.98) + (Biofuel Cost x 0.02) + Fuel Marking Fee + Excise Tax + Delivery Cost + EVAT

Where :

Delivered Price = Price of oil-based fuel at delivery point up to four (4) decimal places, Peso/Liter

Bid Price = refers to the bid of the prospective supplier, less discounts given, (Bid – Discount), Peso/Liter.

Bid = Price for Fuel Oil (Bunker) or Base Diesel Oil (100 % Pure Diesel Oil) up to Four (4) decimal places, Peso/Liter.

Discount = Total reductions given by the Bidder, up to Four (4) decimal places, Peso/Liter

Biofuel Cost = The cost of 100% Biodiesel (CME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006, and its Implementing Rules and Regulations (IRR), up to four (4) decimal places, Peso/Liter.

	<p>The current Biofuel Blend for Diesel Oil is 98% base Diesel Oil and 2% Biodiesel by volume. Thus, the formula $(\text{Bid Price} \times 0.98) + (\text{Biofuel Cost} \times 0.02)$ in the Delivered Price of Diesel Oil shall apply.</p> <p>Fuel Marking Fee = refer to the fee to be paid for fuel marking services pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020.</p> <p>Excise Tax = Tax to be collected pursuant to R.A. 10963 – TRAIN Law and BIR Revenue Regulation No. 2 -2018 in the amount as prescribed under the said Law and Regulation.</p> <p>Delivery Cost = Offered transshipment rate based on bidding corresponding to the freight or pipeline transfer cost from the refinery to the delivery point for deliveries ex-refinery, or freight or pipeline transfer cost from the depot to the delivery point for deliveries ex-depot, Peso/Liter. The Delivery Cost shall include (a) pumping cost in case of tank truck deliveries, and (b) drum cost in case of fuel packaged fuel deliveries, except refillable drums.</p> <p>EVAT = Expanded Value Added Tax as provided in R.A. 9337, amending the National Internal Revenue Code of 1997 as amended and BIR Revenue Regulations No. 16-2005, up to four (4) decimal places, Peso/liter.</p> <p><u>For Industrial Diesel Oil :</u></p> $\text{EVAT} = [(\text{Bid Price} \times 0.98) + (\text{Biofuel} \times 0.02 \text{ Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost}] \times 0.12$ <p>The bidder with the lowest evaluated price for a particular package shall be considered the Lowest Calculated Bid for the particular delivery point whether Per Plant or Per Lot plant site delivery. The Domestic Preference provision under ITB Clause 18 shall apply in the determination of the Lowest Calculated Bid.</p> <p>Power plants with common delivery point, mode of delivery, fuel type and quality specifications should have the same Bid Price, Biofuel Cost and Delivery Cost or Delivered Price. Otherwise, the power plant with the lowest Delivered Price shall be used as basis for evaluation of bids to the concerned power plants.</p> <p>Bidder is required to submit bids to all the power plants covered under the package. Otherwise, the bid for the particular package is incomplete and shall be declared non-complying and disqualified.</p>
19.5	<p>The Committed Line of Credit (CLC) must be at least equal to ten percent (10%) of the ABC to be bid, issued by a Universal or Commercial Bank. If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a</p>

	<p>granted credit line valid/effective at the date of opening. The Committed Line of Credit (CLC) shall be valid for one (1) year plus six months extension.</p> <p>In the event that the bidder cannot submit a CLC with a validity of more than one (1) year, which is not sufficient to cover the entire duration of the project, the CLC should be accompanied by a notarized acceptable Letter of Undertaking. The Letter of Undertaking shall be signed by the bidder and/or the issuing bank stating that "one (1) month prior to the expiration of the submitted CLC, it shall automatically be renewed/extended and remain valid until the completion of the project."</p>
20.1	<p>Documents to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> Latest Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); Business Tax/VAT Returns within the last six (6) months preceding the date of the bid submission, filed and paid through the BIR (eFPS); PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid; Valid and current Mayor's/Business Permit, if under renewal during bidding; Joint Venture Agreement (JVA) duly notarized, if not yet submitted with bid, if applicable; Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts including Contracts Awarded but not yet Started (NPCSF-GOODS-02); Certificate of Percent (%) Accomplishment and Satisfactory Performance as of the bidding date coming from the project owner/client for all on-going contracts as indicated in form NPCSF-GOODS-02; Supplier's product quality certificate, certificate of bio-diesel compliance and other supporting documents of oil-based fuel proposed by the bidders must comply with the technical specifications. It shall be a ground for disqualification if the submitted product quality certificate and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process; The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any. For foreign bidders, certificate of International Law of Reciprocity (Sample Form-03).
21.1	Notice to Proceed.

SECTION IV

GENERAL CONDITIONS OF CONTRACT

SECTION IV – GENERAL CONDITIONS OF CONTRACT**TABLE OF CONTENTS**

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1.	SCOPE OF CONTRACT.....	1
2.	ADVANCE PAYMENT AND TERMS OF PAYMENT.....	1
3.	PERFORMANCE SECURITY	1
4.	INSPECTION AND TESTS	1
5.	WARRANTY	2
6.	LIABILITY OF THE SUPPLIER	2

SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

SECTION V

**SPECIAL CONDITIONS OF
CONTRACT**

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>The PROCURING ENTITY is National Power Corporation (NPC or NAPOCOR).</p> <p>The name of the Contract is SUPPLY AND DELIVERY OF OIL-BASED FUEL TO SPUG POWER PLANTS AND BARGES FOR CY 2022.</p> <p>The identification number of the Contract is PR NO. HO-FMG-22-001-PB3</p> <p>Delivery and Documents –</p> <p>The delivery terms applicable to the Contract is DDP delivered to the Project Site specified in the technical specifications, in accordance with INCOTERMS. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI – Technical Specifications.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Plant Superintendent, Head or Supervisor.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide incidental services, including additional services as specified in the Technical Specifications.</p> <p>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.</p> <p>Packaging –</p> <p>The Supplier shall provide packaging of the Goods as specified in the Technical Specifications.</p> <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to transportation and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity. The Supplier shall provide insurance of the Goods as specified in the Technical Specifications.</p> <p>Transportation –</p> <p>The Supplier is required under Contract to deliver the Goods EXW/DDP to the project site. Transport of the Goods to the point of destination in the Philippines, including insurance, as specified in this Contract, shall be arranged and paid</p>

SECTION V – SPECIAL CONDITIONS OF CONTRACT

	<p>for by the Supplier, and the related cost thereof shall be included in the Contract Price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. Risk and title will not be deemed to have passed to the Procuring Entity until their receipt and acceptance by the Procuring Entity at the point of destination.</p> <p>The Supplier shall provide transportation of the Goods as specified in the Technical Specifications.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>This provision will not apply. Payment is specified under Clause TS-8.0 of Section VI, Part I – Technical Specifications.</p>

SECTION V – SPECIAL CONDITIONS OF CONTRACT

3.2	<ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: "To guarantee the faithful performance of the Principal's obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties." 2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: <ol style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal. 5. Performance Securing Declaration shall be in accordance with the relevant provisions of GPPB Resolution No. 09-2020.
4	The inspections and tests that will be conducted are specified under Clause TS-11 of Section VI, Part I – Technical Specifications.
6	<p>Liquidated Damages</p> <p>Should the Supplier without any justifiable cause such as force majeure fails to perform or delay in the performance of its obligations under the Contract, Supplier shall pay the Procuring Entity (NPC) liquidated damages, and not by way of penalty, an amount equal to one tenth of one percent (0.10%) of the</p>

	<p>costs of the undelivered quantity per calendar day of delay reckoning from the occurrence of a plant load reduction/shutdown and until subsequent deliveries enough to exceed critical inventory level is achieved. NPC shall inform the Supplier of the occurrence of liquidated damages and NPC shall also have the right to apply the provisions below.</p> <p>1. Loss of Revenue</p> <p>Should any of the NPC power plants suffer load reduction or shutdown, and as a result thereof NPC incurs loss of revenue, Supplier shall compensate NPC the amount corresponding to the actual and documented loss/es incurred by NPC. NPC shall be required to file its claim with the Supplier in writing specifying in reasonable detail the basis and computation of its claim.</p> <p>2. Reimbursement of Additional Expenses of NPC</p> <p>In cases where the Supplier delivers the fuel to NPC power plants which is not in accordance with the agreed schedule, resulting to additional costs of equipment, services and adjustments on receiving activities, Supplier shall pay for the additional expenses incurred by NPC which also includes, but not limited to, cost of manpower and equipment required to handle the delivery of the fuel, and the cost of travel of NPC's representative from their official station to the receiving point of NPC.</p> <p>3. Submittal of Claims</p> <p>Any amount of liquidated damages and/or loss of revenue shall be invoiced by NPC to Supplier and paid by Supplier within thirty (30) calendar days after receipt by Supplier of NPC's invoice or said amount shall be deducted from any money due the Supplier under the contract and/or collect such liquidated damages from the Performance Security of the Supplier under the Contract, whichever is convenient to NPC.</p>
--	--

SECTION VI

TECHNICAL SPECIFICATIONS

***(PART I – TECHNICAL
SPECIFICATIONS)***

TS-1.0 GENERAL

This specification covers the technical requirements for the supply and delivery of oil-based fuel to SPUG power plants and barges for CY 2022.

TS-2.0 DEFINITIONS

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

- (a) **"ASTM"** means the American Society for Testing Materials
- (b) **"BILL OF LADING QUANTITY (B/L)"** means the sum of the volume withdrawn from the Supplier's source tank plus the On Board Quantity (OBQ), if there is any, or in any case of multi-port deliveries, the Residual On Board (ROB) from the immediately preceding port of discharge.
- (c) **"BIOFUEL"** shall refer to bioethanol and biodiesel and other fuels made from biomass and primarily used for motive, thermal and power generation.
- (d) **"CARGO INTAKE CERTIFICATE (CIC)"** means the document prepared and issued by the Supplier for oil tanker, vessel or barge delivery, stating the volume of fuel received by the NPC at the NPC's receiving/storage tank(s) or, in case of hereunder instances, the quantity of fuel received by the NPC based on the Vessel's Figure Before Discharge (VFBD);
 - 1. uncalibrated NPC's receiving/storage tank(s).
 - 2. no or defective isolating valve in NPC's receiving/storage tank(s).
 - 3. direct delivery to NPC's uncalibrated power barge's receiving/storage tank(s).
 - 4. NPC's receiving/storage tank in service.
- (e) **"CARGO OUTTURN CERTIFICATE" (COC)** means the document prepared and issued by the Supplier stating the volume of fuel withdrawn from the storage tanks at Supplier's fuel supply sources.
- (f) **"CONTRACTED QUANTITY"** means the quantity of Fuel to be delivered by the Supplier and committed to be lifted by the NPC.
- (g) **"CRITICAL INVENTORY LEVEL"** means the predetermined quantity of fuel in the NPC's inventory which if no immediate delivery is made by the Supplier will result to load reduction and subsequently, shutdown of the power plant/unit.
- (h) **"DELIVERED PRICE"** means the unit price of fuel at plant site or delivery point as specified in Section VII – Schedule of Requirements, Part II – Table of Delivery Points for Bidding.
- (i) **"DELIVERY POINT"** means the designated location for the receipt of the delivery of fuel from the fuel supplier to NPC. The delivery point is categorized as (a) Per Plant with plant site delivery or pick-up at Supplier's depot or specific pier/wharf; and (b) Per Lot composed of power plants with a common delivery point or individual plant site delivery.

- (j) **"DELIVERY REFERENCE POINT"** means the agreed point of reference for custody and ownership of fuel delivery:

<u>Deliveries by:</u>	<u>Delivery Reference Point</u>
1. Tankers/Barges	- NPC's receiving flange
2. Pipeline	-NPC Hauler's Oil Tanker/Vessel/Barge receiving flange
3. Tank Truck	- NPC's receiving flange or delivery point
4. Drums	- Plant site or delivery point

- (k) **"DEPOT/TERMINAL"** means the domestic fuel supply sources of Supplier at various locations other than its refinery.
- (l) **"FIRM QUANTITY (FQ)"** means the firm volume for a given month required by NPC to be supplied by Supplier. This corresponds to the first two (2) months fuel requirements in the Running Four Months Schedule (RFMS).
- (m) **"FUEL" or "OIL-BASED FUEL"** means the Industrial Diesel Oil or Industrial Fuel Oil (Bunker) with Guaranteed Fuel Specifications as specified in Section VI, Part II – Technical Data Sheets.
- (n) **"FUEL SOURCE POINT"** means the Supplier's own refinery(ies), terminal(s) or any of its depots including other sources brought about by hospitality arrangements with other oil companies/traders.
- (o) **"FUEL SPECIFICATIONS"** means the quality specification of Industrial Diesel Oil and Industrial Fuel Oil (Bunker) as specified in Section VI, Part II – Technical Data Sheets "A" and "B".
- (p) **"ISOLATED TANK"** means a fuel-receiving tank, which is not simultaneously used as a service tank.
- (q) **"ITDI"** means the Industrial Technology and Development Institute.
- (r) **"MINIMUM INVENTORY LEVEL"** a predetermined quantity of fuel in the inventory of NPC to ensure continuous operation of its SPUG power plants and barges.
- (s) **"MOPS"** means the Mean-of-Platts Singapore used as reference in the week-on-week price adjustments in the payment of fuel deliveries.
- (t) **"NON-ISOLATED TANK"** means a fuel-receiving tank which is simultaneously used as a service tank or found not fully isolated during receiving of the fuel delivery.
- (u) **"BSP"** means the Bangko Sentral ng Pilipinas used as reference in the Philippine Peso (Php) to the US Dollar (US\$) exchange rate for payment of fuel deliveries.

- (v) **"PER ORDER BASIS"** means the payment scheme wherein NPC advises Supplier to deliver fuel within a specified period of time, billing and payment of which shall be made on a per delivery basis.
- (w) **"POWER PLANT/BARGE"** means any one of the NPC SPUG power plants or barges to be supplied by the Supplier with Fuel as enumerated in Section VII – Schedule of Requirements, Part II - Table of Delivery Points for Bidding.
- (x) **"QUALITY CERTIFICATE"** means the document issued by Supplier indicating the results of required fuel quality analyses certifying to the quality of the fuel for delivery. This may be in the form of a Certificate of Test (COT), Laboratory Inspection Report (LIR), Product Quality Certificate (PQC), and/or Laboratory Service Report (LSR), or any mutually acceptable form of certification issued by the Supplier indicating the analysis results of the fuel delivered.
- (y) **"RECEIVING STORAGE TANKS"** means the Fuel storage tanks of the NPC SPUG power plants and barges with capacities as listed in Section VII – Schedule of Requirements, Part II – Table of Delivery Points for Bidding.
- (z) **"REFINERY"** means the Supplier's facilities for the production of various petroleum products.
- (aa) **"ROB"** means the Residual on Board Vessel or the quantity of fuel that remains in the vessel's tanks/compartments after completion of discharge at NPC's storage/receiving tank(s).
- (bb) **"RUNNING FOUR (4) MONTHS SCHEDULE (RFMS)"** means the document prepared and issued by the NPC every 8th day of the month containing the fuel requirements of NPC SPUG power plants or barges for the next four (4) months.
- (cc) **"SCHEDULE OF MONTHLY FUEL REQUIREMENTS"** means the document showing the monthly breakdown of the Contract Quantity. This is intended to provide Supplier an idea, for planning purposes, of the estimated monthly fuel requirements of NPC SPUG power plants and barges as indicated in Part III of Section VII – Schedule of Requirements.
- (dd) **"SOURCE STORAGE TANKS"** means the storage facilities at the Supplier's refinery, terminal and various depots.
- (ee) **"MULTI-PORT DELIVERY"** means fuel deliveries from oil tankers, vessels and barges whose fuel cargo sourced from the supplier's refinery, terminal or depot shall be unloaded to two (2) or more power plants/delivery points (unloading or discharge points). The details, diagram and treatment of multi-port deliveries are described in Clause TS-11.1 (c) i.2 and Section VI, TS Part III.
- (ff) **"Billing Month"** shall refer to the 25th day of the current month up to the 25th day of the succeeding month.

TS-3.0 SCOPE OF WORK

- 3.1 Supply and delivery of oil-based fuel as specified herein Section VI – Technical Specifications and Section VII – Schedule of Requirements.
- 3.2 The quantity of Fuel to be delivered shall be in accordance with Section VII -Schedule of Requirements, subject to the provisions of Clause TS-7.1, Purchase Price and Clause TS-8.3, Contract Amount and Implementation.

The monthly breakdown of fuel requirements based on the approved Fuel Procurement Plan of NPC, are indicated in Section VII, Part III - Schedule of Monthly Fuel Requirements. Said monthly breakdown is for the Supplier's planning purposes and an updated monthly fuel demand forecast shall be provided to the Supplier pursuant to Clause TS-6.1 (c), Nomination Procedure/Schedule of Monthly Fuel Requirements.

- 3.3 In the event of a supply shortage and/or allocation of petroleum supplies imposed by the Philippine Government, or any of its instrumentalities, Supplier shall sell to NPC the said volumes as a minimum subject to the implementing rules and regulations issued by the Government agency of the Philippines exercising supervision over petroleum utilization and supplies.

TS-4.0 CONTRACT PERIOD AND LOCATION

- 4.1 The supply and delivery of oil-based fuel shall cover the period March to December 2022 (10 months). The quantities of fuel to be delivered are indicated in Section VI-Schedule of Requirements, Part II – Table of Delivery Points for Bidding.

In case the contracted quantity cannot be lifted by NPC during the contract period of ten (10) months, the NPC shall continue lifting fuel from the Supplier pursuant to Clause TS-7.2. On the other hand, if the Total Contract Price has been used up and there is still remaining volume for delivery, the same shall no longer be lifted.

- 4.2 The location of fuel deliveries are indicated in Section VII -Schedule of Requirements, Part II – Table of Delivery Points for Bidding.

Supplier shall deliver the fuel at NPC SPUG storage tanks or designated point of receipt as specified in the Table of Delivery Points for Bidding. Such deliveries shall come from the Supplier's nominated Fuel Source Points during the bidding. In case a delivery will come from an alternate source point, delivered price of the fuel shall be as if the delivery came from the original source point.

TS-5.0 FUEL SPECIFICATIONS

- 5.1 The Supplier shall guarantee to supply and deliver fuel in accordance with the quality specifications as indicated in Section VI – Technical Specifications, Part II – Technical Data Sheets "A" and "B". The Supplier shall furnish NPC the Quality Certificate for each and every fuel delivery via the mode of delivery as specified in TS-10.0, Transportation.

TS-6.0 DELIVERY AND DOCUMENTS

- 6.1 The delivery of the Oil-Based Fuel shall be made by the Supplier in accordance with the terms and conditions as stated below:

a) **Nomination Procedure/ Scheduling of Monthly Fuel Requirements**

NPC, for purposes of updated monthly fuel demand forecast, shall furnish Supplier the Running Four (4) Months Schedule (RFMS) of the fuel requirements of NPC SPUG power plants/barges every 8th day of the month prior to the first month indicated in the RFMS. The quantity in the first two (2) months shall be considered Firm Quantities (FQ) while the next two months are estimates for Supplier's planning purposes only.

b) **Firm Quantity**

The Firm Quantity of fuel for lifting by the NPC from the Supplier shall be the fuel quantities for the 1st and 2nd months as indicated in the Running Four (4) Months Schedule. The 3rd and 4th months shall be considered forecast quantities for planning purposes only.

Whereas, in case of unusual generation by plant brought about by unforeseen circumstances like hostilities, unpredicted shutdown, etc, which is affecting the Firm Quantity of the RFMS, the Supplier shall on a best effort basis, provide the necessary deliveries as required by NPC to preclude fuel inventory to reach the Critical Inventory Level. However, NPC and Supplier may adopt measures/remedies, i.e. transfer of the firm quantity from other delivery points to address the additional requirement.

c) **Securing Fuel Supplies**

i. **Notice and Schedule of Delivery**

NPC shall schedule deliveries based on order and Supplier shall deliver after receipt of order or notice as follows:

1. Within the number of calendar days ex-depot to NPC's power plant/delivery point for tank truck deliveries :
 - a. Two (2) calendar days for power plant/delivery point within 50 KM radius.
 - b. Five (5) calendar days for power plant/delivery point within 51 - 100 KM radius.
 - c. Ten (10) calendar days for power plant/delivery point beyond 100 KM radius.
 - d. Four (4) calendar days for fuel deliveries to any pier or depot in Manila Bay, Subic Bay, Bataan and Batangas Province.

The Supplier shall ensure the availability of its tank truck(s) to maximize the loading of fuel to NPC's delivery point (plantsite or delivery point with NPC

contracted hauler) in order to meet the date of need as specified in NPC's order to deliver.

2. Within seven (7) calendar days for tanker/barge deliveries (Single Port) to power plants/delivery points located in the Luzon region.
3. Within seven (7) and ten (10) calendar days for tanker/barge deliveries (Single Port) to power plants/delivery points located in the Visayas and Mindanao regions, respectively.
4. Within fifteen (15) calendar days for tanker/barge deliveries to power plants/delivery points located in the Luzon, Visayas and Mindanao regions for Multi-Port deliveries. The 15th calendar day shall apply to the last NPC port of delivery.
5. Within fifteen (15) calendar days for multiple mode of fuel transport using a combination of tanker, barge, Roll-On-Roll-Out (RORO) vessels and tank trucks to NPC's power plant/delivery point.
6. Within twenty four (24) hours for pipeline transfers ex-depot.
7. Within fifteen (15) days for packaged fuel deliveries.

In the interest of providing reliable and uninterrupted power supply on SPUG areas, fuel delivery can be done on any day of the week. Notices of delivery schedules from NPC should not be served on Saturdays, Sundays and legal National holidays unless with prior notice to Supplier. In the case tank truck mode of delivery, NPC shall order fuel to supplier in quantities that will cover the full capacity of the tank truck such that no under loading of the tank truck shall occur.

In case the Supplier, without any justifiable cause as defined under TS-17, fails to deliver the fuel within the prescribed period stated above, resulting in delay in fuel delivery, Supplier shall pay NPC a penalty in an amount equal to one tenth of one percent (1.0 %) of the cost of the undelivered quantity per calendar day of delay reckoning from the succeeding day of the last day of the prescribed period until actual day of delivery was made. NPC shall inform Supplier of the occurrence of the penalty and shall also have the right to apply the provisions of **SCC Clause 6 – Liquidated Damages**.

ii. **Acknowledgement of Delivery Schedules/ETA Advises**

Supplier within twenty-four (24) hours upon receipt of notice from NPC, shall confirm acceptance of the delivery schedule requested by NPC or propose an alternative schedule if Supplier is unable to meet NPC's request. Such an alternative schedule shall be within delivery window requirement of NPC or the minimum inventory requirement of the plant.

Supplier shall notify NPC's receiving point of the expected arrival of delivery or in case of short haul delivery by seagoing vessels, the expected arrival at NPC SPUG receiving point as the vessel leaves Supplier's supply point. Notice from Supplier should be received at NPC SPUG receiving point at least twenty-four (24) hours prior to arrival of delivery. Otherwise, all costs in case of delays or non-

receipt of the delivery shall be for Supplier's account. The same shall also apply in case of unannounced deliveries. Where applicable, Supplier shall endeavor to dispatch notices of delivery to be received at NPC SPUG receiving point during office hours only.

For tank truck deliveries, and unless requested by NPC or during emergencies, Supplier shall deliver fuel during daytime only. However, barges, tankers and pipeline deliveries can be done any time of the day subject to the receipt of notice of delivery by NPC as provided above, except for delivery points where arrival of fuel deliveries is expressly required during daytime only as provided in Section VII - Schedule of Requirements.

iii. **Coordination of Plant Operational Status**

NPC, as necessary, shall advise Supplier of the status of its power plants/barges that will affect scheduling/arrival of the fuel delivery to the NPC's delivery points. NPC shall exert efforts to update Supplier on the status of its power plants weekly.

iv. **Failure to Deliver Confirmed Delivery Order**

In the event the Supplier is unable to deliver all or a portion of the confirmed delivery order under Item (c) above, NPC has the option to purchase supply from other sources to preclude any possibility for the fuel inventory level to reach critical level. Supplier shall reimburse NPC the reasonable and documented costs incurred by NPC over and above what it normally pays Supplier.

Failure to deliver the total confirmed volume within the confirmed delivery schedule, the Supplier shall pay NPC a penalty in an amount equal to one tenth of one percent (1.0%) of the cost of the undelivered quantity per calendar day of delay until the total confirmed volume is delivered.

v. **Transfer to Other Delivery Points**

NPC has the option to transfer oil-based fuel delivery to other delivery points of NPC through an Amendment to Order. Details of the transfer to other delivery points and costs are indicated on TS-10.1. Clauses (c) and (d).

vi. **Failure to Supply the Firm Quantity**

In the event Supplier fails to deliver wholly or partially the Firm Quantity for any or all of the power plants under the contract, NPC has the option to purchase the undelivered portion of the Firm Quantity for such month from other sources to preclude any possibility for the fuel inventory to reach critical level.

Supplier shall reimburse NPC the differential cost for said purchase, except if the cause for such failure to deliver is due to force majeure, as specified in TS-17.

vii. **Failure to Lift the Firm Quantity**

NPC is obligated to lift the Firm Quantity. In the event NPC fails to lift wholly or partially the Firm Quantity for a particular month and the cause thereof is not due to force majeure as specified in TS-17, NPC shall exert all efforts to take the unlifted volume in the immediate succeeding month or transfer the same to other

NPC's delivery points/power plants. In case of transfer, any documented and reasonable additional cost shall be for the account of NPC.

viii. Critical Fuel Inventory

In the event the fuel inventory of NPC SPUG power plant/barge reaches critical level (below the level as indicated in Section VII, Part II - Table of Delivery Points for Bidding), and NPC's firm quantity has not been fully delivered, NPC has the right to purchase on spot basis fuel supply from other sources and charge Supplier the differential cost plus 15% surcharge on said differential cost.

Moreover, except if the cause or causes for such under-delivery or non-delivery is due to force majeure as specified in TS-17, Supplier is also liable to pay NPC penalties and damages as specified in SCC Clause 6 if such critical fuel inventory situation results to plant load reduction/shutdown.

ix. Safety and Integrity of Receiving Ports

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

x. Safety and/or Qualification of Delivery Vessels/Tank Trucks

Supplier warrants that Supplier's vessel/tank trucks including all equipment used for delivering fuel products to NPC meets all the safety requirements and standards and has undergone the required pre-qualification process and regular safety inspection and maintenance to meet safety requirements and standards of the Philippines.

Likewise, Supplier warrants that it has complied with all laws, rules and regulations pertaining to the environment, such as but not limited to the Philippine Coast Guard Memo Circular(s) on the Prevention, Containment, Abatement and Control of Oil Marine Pollution; DENR/NPCC rules and regulations regarding prohibition on the dumping of oil waste/bilge waters; and the Laguna Lake Development Authority (LLDA) requirements (when applicable).

Supplier shall be responsible and liable for all accidents including but not limited to oil spills attributable to Supplier's vessels/tank trucks and/or crew, and direct costs, charges, penalties and/or damages including loss revenue, shall be for the account of Supplier. Supplier shall indemnify and hold NPC free and harmless from any and all claims, demands, actions or proceeding of third persons in connection therewith. Supplier's vessels shall be equipped with the required contingency measures and equipment for oil spill, oil fires and the like.

xi. Authorized Signatories to Fuel Orders/Receivers

Prior to first delivery, NPC shall provide Supplier the list including specimen signatures of all its authorized receivers of fuel deliveries at the NPC SPUG power plants/barges awarded to Supplier. Only authorized receivers shall be allowed to receive the fuel deliveries and sign the corresponding documents/receipts. Moreover, NPC shall also advise Supplier the names and specimen signature of NPC's officials authorized to issue fuel orders. On the other hand, Supplier shall provide NPC the list of its authorized surveyors.

In the event that the NPC SPUG's authorized receivers are not present at the time of delivery, all reasonable and documented incidental expenses due to the delay of discharging, vessel transfer and other charges shall be for the account of the NPC as specified in Clause TS-10.1 (b) provided the notice requirement to NPC as specified in Clause TS-6.0, is complied with, otherwise all expenses incurred due to delays or non receipt of delivery shall be for the account of Supplier.

TS-7.0 PRICES

7.1 Purchase Price

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

Industrial Diesel Oil :

Delivered Price = $[(\text{Bid Price} \pm \text{MOPS week on week price adjustments}) \times 0.98] + (\text{Biofuel Cost} \times 0.02) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + \text{E-VAT}$

Where:

Delivered price = Applicable price of oil-based fuel at delivery point up to four (4) decimal places, Peso/Liter.

Bid Price = refers to the bid of the prospective supplier, less discounts given, (Bid – Discount), up to four (4) decimal places, Peso/Liter.

MOPS week on week Price adjustment = difference between average of the past week and the average of present week up to four (4) decimal places, US\$.Bbl

Mean of Platts Singapore or MOPS = refers to the mean of the high and low components of Platts assessment for oil cargoes loading from Singapore as officially released by S&P Global Platts.

Note: Diesel Oil: Gasoil, 0.25% Sulfur in US\$/Bbl

MOPS price quotation effectivity date follow that which is specified in the Platt's Report.

SECTION VI - TECHNICAL SPECIFICATIONS

Biofuel Cost = The cost of 100% Biodiesel (CME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006, and its Implementing Rules and Regulations (IRR), up to four (4) decimal places, Peso/Liter.

The current Biofuel Blend for Diesel Oil is 98% base Diesel Oil and 2% Biodiesel by volume. Thus, the formula $(\text{Bid Price} \times 0.98) + (\text{Biofuel Cost} \times 0.02)$ in the Delivered Price of Diesel Oil shall apply.

However, in case the Biofuel Blend ratio is modified in accordance with the said law (R. A. 9367), the ratio in the formula shall be modified accordingly, e.g. $(0.97 \times \text{Bid Price}) + (0.03 \times \text{Biofuel Cost})$ in the Delivered Price of Diesel Oil for 97% base Diesel Oil and 3% Biodiesel mix.

The Biofuel Cost and the ratio of mix shall apply to Diesel Oil only and is not applicable to Fuel Oil.

Fuel Marking Fee = refer to the fee to be paid for fuel marking services pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020.

Excise Tax = Tax to be collected pursuant to R.A. 10963 – TRAIN Law and BIR Revenue Regulation No. 2 - 2018 in the amount as prescribed under the said Law and Regulation.

Delivery Cost = Offered transshipment rate based on bidding corresponding to the freight or pipeline transfer cost from the refinery to the delivery point for deliveries ex-refinery, or freight or pipeline transfer cost from the depot to the delivery point for deliveries ex-depot, Peso/Liter. The **Delivery Cost** shall include (a) pumping cost in case of tank truck deliveries, and (b) drum cost in case of fuel packaged fuel deliveries, except refillable drums.

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

Industrial Diesel Oil :

= $([\text{Bid Price} \pm \text{MOPS Week on Week adjustment}] \times 0.98) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost}] \times 0.12$

The delivered price based on the preceding formula shall be paid in Philippine Currency. The conversion factor of *1.0 Barrel = 158.984 liters for Industrial Diesel Oil* will be used. **The total MOPS week on week price adjustment in Dollar/Bbl shall be converted to Peso/Liter. Convert the dollar to Peso using the Bangko Sentral ng Pilipinas (BSP) exchange rate at the end of the week.** In addition, the delivered price shall also be reckoned on the following:

- a. For oil tanker/ vessel/ barge/tank truck/package fuel deliveries, **price shall be the delivered price as specified in Section VI, Part IV-Sample Computation for Fuel Supply on Per Order Basis** (NPC shall indicate the date and time of completion of delivery in the invoice while Supplier shall indicate the delivery location).
- b. For pipeline transfer, **price shall be the delivered price as specified in Section VI, Part IV-Sample Computation for Fuel Supply on Per Order Basis** (NPC shall indicate the date and time of completion of pipeline transfer in the invoice).

In cases of Force Majeure as defined in TS - 17, subject to mutual agreement between NPC and Supplier, the Supplier may source its fuel supply from other supply points and the price thereof shall be subject to negotiation between NPC and Supplier.

The Delivered Price of the Oil-Based Fuel per delivery point shall be in Peso per Liter as specified herein and shall be subject to quality adjustment pursuant to Clause TS-9.0. The Bid Price, Biofuel Cost and Delivery cost charged by the Supplier for the Oil-Based Fuel delivered under this Contract shall not vary from the Bid Price, Biofuel Cost and Delivery Cost quoted by the Supplier in its Bid. Said Bid Price, Biofuel Cost and Delivery Cost shall be valid for the duration of the supply period of the contract, including contract extension.

In the event a new law is passed by Congress or higher authorities that will affect payment, the same shall be applied, subject to approval of NPC Management.

7.2 Total Contract Price

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

Total Contract Price, Pesos = Delivered Price x Contract Quantity

Where the Delivered Price shall be based on the formula in BDS Clause 19.3 and in the Financial Bid Form (Section VII, Part IV) the Bid, Discount, Biofuel Cost, Fuel Marking Fee, Excise Tax and Delivery Cost as bid. The Contract Quantity shall be the quantity as also indicated in the Financial Bid Form.

The Total Contract Price is expected to be consumed within the contract term. However, should there still be an available amount and volume left after the contract term, said contract term shall be extended until the full amount is consumed. **The**

contract extension shall not exceed a period of six (6) months after the end of the contract term. The Total Contract Price and Contract Quantity shall be guided by the provisions of Clause TS-8.3, Contract Amount and Implementation.

TS-8.0 PAYMENT

8.1 Invoicing and Documentary Requirements (Per Order Basis)

Supplier shall bill NPC for each fuel delivery and shall submit the billing claim and fuel ordering notice together with the following supporting documents. All documents are original except as indicated herein:

(a) Tank Truck Deliveries

- i. Original Invoice
- ii. Product Quality Certificate (last vessel shipment to depot and abbreviated test to depot source tank prior to delivery) – certified copy
- iii. ITDI Calibration Certificate – certified copy
- iv. BIR Withdrawal Certificate – certified copy (Stamped "MARKED FUEL" or if unstamped, provide copy of official receipt for payment of the Fuel Marking Fee from the BOC or BIR).
- v. Original Delivery Receipt/Note
- vi. Certification, Letter Agreement, Memorandum of Agreement or Contract between Supplier and its assigned fuel hauler – certified copy to be submitted for first claim of payment for fuel delivery.

Items i to iv are required as official supporting documents/attachments for payment processing. In case of Supplier assigned fuel hauler per Clause TS-10.1 (a) i, items v and vi shall be added as official supporting documents/attachments for payment processing.

(b) Tanker/Barge Deliveries

- i. Original Invoice
- ii. Original Delivery Receipt/Note
- iii. Laboratory Analysis Report and Product Quality Certificate – certified copy if supply tested was partially delivered and original copy if supply tested was fully delivered.
- iv. Bill of Lading/Cargo Out-turn Certificate (COC)/Bulk Stock Transfer Report (BSTR)
- v. Cargo Intake Certificate (CIC)
- vi. CIC(s) at preceding ports (For Multi-port only) – certified copy
- vii. Volume Computation Sheet
- viii. BIR Withdrawal Certificate (In cases of multiple deliveries, original copy must be attached to the first NPC port, Certified xerox copies must be attached to claims of succeeding deliveries indicating reference where original was attached). The BIR Withdrawal Certificate should be stamped "MARKED FUEL", or if unstamped, provide copy of official receipt for payment of the Fuel Marking Fee from the BOC or BIR).
- ix. Tanker/Barge Sealing Plan
- x. Cargo Statement After Loading (Carrier/Surveyor)
- xi. Cargo Statement Before Discharge (Carrier/Surveyor) – original copy if surveyor issue.

- xii. Statement of Facts (Load port/Disport) – original duplicate
- xiii. On Board Quantity (OBQ) Certificate – original duplicate
- xiv. Residual On Board (ROB) Certificate (Certificate of Dryness) – original duplicate.
- xv. Certificate/Notice of Readiness
- xvi. Calibration Table of Tanker/Barge (pre-submitted) - certified copy
- xvii. Four Point Analysis (to be prepared by NPC and concurred by Supplier)

The above documents are required as official supporting documents/attachments for payment processing.

(c) Pipeline Transfer (Ex-Terminal/Depot)

- i. Invoice
- ii. Original Delivery Receipt/Note
- iii. Barge Loading Report indicating the beginning and ending meter reading
- iv. Product Quality Certificate (PQC)
- v. Calibration Certificate of the flow meter.
- vi. BIR Withdrawal Certificate – certified copy (Stamped "MARKED FUEL" or if unstamped, provide copy of official receipt for payment of the Fuel Marking Fee from the BOC or BIR).

The above documents are required as official supporting documents/attachments for payment processing.

(d) Packaged Deliveries (Container Drum/Refillable Drum)

- i. Original Invoice
- ii. Original Delivery Receipt/Note
- iii. Product Quality Certificate (PQC) – certified copy
- iv. BIR Withdrawal Certificate – certified copy (Stamped "MARKED FUEL" or if unstamped, provide copy of official receipt for payment of the Fuel Marking Fee from the BOC or BIR).

The above documents are required as official supporting documents/attachments for payment processing.

The Invoice for each delivery shall reflect the twelve percent (12%) E-VAT for both the product (oil-based fuel) and the local transshipment costs. In case of fuel importation by the Supplier, it is understood that the Supplier, as the importer of fuel supply, has already considered all costs in its bid. As such, all related importation documents shall be the responsibility of the Supplier. In no case shall the Supplier use the name of NPC in any of its fuel importation activities under the contract.

In addition to the above, Supplier will provide a detailed price adjustment for the oil-based fuel actually delivered, as part of its billing (daily traded MOPS pricing) together with its certification under oath that the supplier's week on week price adjustments are based on the daily traded in MOPS.

Supplier shall also provide all other documents that may be required by NPC in connection with the Contract within ten (10) calendar days after receipt of request from the NPC.

8.2 Payment Terms

All fuel deliveries made by Supplier and received by NPC SPUG power plants and barges within a particular billing month shall be paid by the NPC at the end of the following month, provided that all the requirements for payment stated above in Clause TS-8.1 are received by the NPC not later than the seventh (7th) day of the following month. Otherwise, every day of delay in the submission of the documents, or settling a disputed bill, or due to force majeure as specified in TS-17, shall extend the payment due date for the same number of days of the delay without penalty. All other billings complying with the payment requirements, undisputed, and not affected by force majeure shall be paid on due date. Otherwise, the late payments shall be subject to interest based on the ninety one (91) day T-bill rate prevailing on the due date as issued by the Bangko Sentral ng Pilipinas (BSP) for payment until full payment is made. If the due date falls on a holiday or non-working day, payment shall be made on the succeeding business day.

A sample computation for fuel supply on Per Order basis indicating the MOPS week on week adjustments and BSP values to be used on the payment of fuel deliveries, are specified in Section VI, Part IV.

8.3 Contract Amount and Implementation

NPC shall make, after every order, an accounting of the amount actually payable to the Supplier. This will determine the allowable unit/volume that may still be ordered from the remaining amount allotted for each oil-based fuel to conform to the remaining amount in the Total Contract Price. If during contract implementation, the Total Contract Price for this requirement would have been consumed notwithstanding that the said requirements were not fully delivered in the units/volume contemplated, no further order and payments shall be made.

The Supplier shall monitor its deliveries to ensure that the volume to be delivered is within the Total Contract Price and Contract Quantity. No payment shall be made by NPC for fuel deliveries in excess of the Total Contract Price and/or Contract Quantity.

8.4 Delayed/Prompt Payment

Except when due to force majeure as specified in TS-17, non-payment of accounts in full on its due date shall be subject to interest corresponding to the average 91-day T-Bill rate prevailing on due date as issued by the Bangko Sentral ng Pilipinas (BSP) until the account is fully paid.

Likewise, Supplier shall grant NPC prompt payment discount if NPC pays before payment due date. The discount shall correspond to the average 91-day T-Bill rate as issued by BSP prevailing on the actual date of prompt payment.

8.5 Payment in Case of Contract Termination

In case of termination of this Contract as specified in TS 19 to 22, NPC will pay any outstanding obligation on payment due date after the effective date of termination. In

case of nonpayment, interest as stipulated above shall accrue on the outstanding amount.

TS-9.0PENALTY ON FUEL QUALITY

If the quality of the Oil-Based Fuel delivered is not within the guaranteed quality specifications, these shall be subject to rejection per Clause TS-11.1 (d), or corresponding penalty or adjustment as follows:

9.1. Price Adjustments

The price for products delivered by Supplier and accepted by NPC not conforming to the Guaranteed Fuel Specifications as specified in Section VI, Part II – Technical Data Sheets "A" and "B", are subject to adjustment (SA) as follows:

a. Low Heating Value (LHV) Adjustment.

If the Low Heating Value of the delivered Fuel is less than the guaranteed minimum Low Heating Value, Btu/lb., as specified by the Supplier and accepted by the NPC, price adjustment, up to four (4) decimal places, shall be applied as follows:

For Industrial Diesel Oil (LHV = 18,399 to 18,200 Btu/lb.):

$$\text{Adjustment Price LHV, } \frac{\text{Peso/Liter}}{=} (1 - \frac{\text{Actual LHV}}{\text{Guaranteed LHV}}) \times [(0.98 \times \text{Bid Price}) + (0.02 \times \text{Biofuel Cost})]$$

Low Heating Value (LHV) below 18,200 Btu/lb. shall be rejected outright.

No bonus or upward adjustment in price will be allowed when the actual Low Heating Value (LHV) of the delivered fuel is more than the guaranteed minimum.

b. Off-Specs Fuel Delivery.

NPC shall impose a penalty of 10% of the delivered price (deductible) for any fuel delivery that is subject to Outright Rejection but accepted by the Plant due to critical inventory. The ten percent (10%) penalty shall apply to each parameter that is beyond the limits provided in Section VI, Part II – Technical Data Sheets "A" and "B".

This penalty shall apply for off specs deliveries on two (2) occasions only. Otherwise, it shall be a ground for contract termination pursuant to TS-19.

The above price adjustments shall be applied after full quantity deduction due to Free Water content and Bottom Sediment and Water (BS&W), or Water and Sediment, had been made from the total volume delivered based on NPC's analysis result. In case NPC has no capability to analyze % BS&W, then Supplier's submitted certificate of analysis shall be used. Sampling and analysis shall be in accordance with the standard ASTM standards and procedures as specified in Clause TS-11.0 and Section VI, Part II – Technical Data Sheets "A" and "B".

TS-10.0 TRANSPORTATION

- 10.1 The transport of the Oil-Based Fuel to the point of destination or such other named place of destination in the Philippines including oil carrier requirements are as follows:

a) Mode of Delivery

Supplier shall deliver the fuel in accordance with the Modes of Delivery as set forth in Section VII, Part II – Table of Delivery Points for Bidding. Supplier shall assure that the delivery of fuel shall meet the conditions of the receiving facilities at the plant site/delivery points as specified in said Table of Delivery Points.

In case of any deviations in the mode of delivery in order to meet confirmed delivery schedule and/or minimum inventory level of the NPC SPUG power plants and barges as set forth herein, any additional cost and logistical requirements to be undertaken for such deviation shall be the responsibility of the Supplier.

During deliveries, NPC and Supplier shall ensure availability of the necessary calibrated measuring instruments, i.e., thermometer, hydrometer, sampling bucket, water and product finding paste as well as gauging tape for all modes of delivery.

i. Delivery by Tank Trucks

Tank trucks to be used by the Supplier in the delivery of the fuel to the NPC SPUG power plants/barges shall be annually calibrated by the Industrial Technology and Development Institute (ITDI). The tank truck compartments and valves should be properly marked and sealed.

The NPC SPUG receiving points should be equipped with thermometer and density meter. In small plants without these equipment, the Product Quality Certificate (PQC) figures shall be used.

Supplier shall make deliveries using Supplier's-owned and/or contracted tank truck units at Supplier's expense. For the duration of the Contract and any renewals or extensions thereof, NPC agrees not to contract itself with any other party for the tank truck delivery of fuel requirements without prior written consent of the Supplier.

The Supplier, upon delivery of fuel by tank truck, shall present to the NPC the Original Invoice (or delivery document) covering the particular delivery for NPC's signature acknowledging receipt of delivery, and provide NPC duplicate copy of the same. The original copy of the invoice/delivery document shall be retained by the tank truck for submission to Supplier's office for billing purposes and transmitted to NPC's office together with all the required supporting documents as specified in Clause TS-8.1 (a) not later than the 7th day of the month where payment is due.

The Supplier may contract or assign a fuel hauler to deliver its fuel by tank truck to NPC SPUG delivery points or plant sites. In this case, the Supplier's hauler delivery receipt shall be presented to NPC covering the particular fuel delivery for NPC's signature acknowledging receipt of delivery. A duplicate copy of the delivery receipt shall be provided to NPC and the original copy of the same shall

be retained by the Supplier's hauler for submission to the Supplier for billing purposes.

The Supplier is required to submit a document, i.e. certification, letter agreement, memorandum of agreement or contract, as proof that said fuel hauler was contracted or assigned by the Supplier to deliver NPC's fuel requirements. Said document shall be required as supporting document in the processing of payment of fuel deliveries to NPC. All costs involved in the delivery of fuel to NPC by the Supplier's hauler shall be at the expense of the Supplier and no additional cost to NPC.

In case of deliveries by tank truck wherein NPC hauler will pick up the fuel at the delivery point, particularly a pier or port, and its fuel cargo shall be transferred to drums or barges, the following conditions shall apply:

- (a) All costs, fees and charges, as well as necessary permits and clearances, relative to the delivery and unloading of fuel at the pier or port shall be under the responsibility of the Supplier considering that said fuel is still under the ownership and custody of the same. These are port entrance fees, permits and clearance pertaining to the entry, unloading and transfer of fuel to drums or barges at the pier or port and other related expenses and documentary requirements.
- (b) All costs, fees and charges, as well as necessary permits and clearances, relative to the receipt and release of the fuel at the pier or port shall be under the responsibility of NPC, through its contracted fuel hauler. These are wharfage fees, arrastre charges, PPA, PCG and MARINA permits and clearances and other related expenses and documentary requirements. The fuel is under the custody of the contracted fuel hauler and will be turned over to NPC.

ii. Delivery by Tanker/Vessel/Barge

Tanker/Vessel/Barges to be used by the Supplier for fuel delivery to NPC SPUG shall be subject to NPC's prior approval. Supplier shall for this purpose, submit to NPC, the vessel particulars, personnel complement, VCFs, calibration tables/trim correction table, certificate issued by concerned regulatory agencies and the like, for the NPC's approval prior to use.

Supplier, subject to NPC SPUG specific requirements in a particular delivery point, shall determine the appropriate tanker/vessel/barge capacity to be used to fulfill NPC's requirement. It is preferred that the tanker/vessel/barge capacity shall not be smaller than that indicated for each delivery point per Section VII, Part II – Table of Delivery Points for Bidding. However, depending on available ullage at the time of delivery and the draft limitation at the location, Supplier and NPC may agree to use smaller tanker/vessel/barge.

Supplier shall make its deliveries using Supplier's owned and/or contracted vessels at Supplier's expense. For the duration of this Contract and any renewals or extension thereof, NPC agrees not to contract itself with any other party for the tanker/vessel/barge delivery of its fuel requirements without prior written consent of the Supplier.

The tanker/vessel/barge upon and after delivery shall present to NPC the Cargo Outturn Certificate (COC), Quality Certificate, Cargo Intake Certificate (CIC), Volume Computation Sheet, Cargo Statement (After Loading and Before Discharge), Statement of Facts (Loadport and Disport), BIR Withdrawal Certificate, On Board Quantity and Residual on Board Certificate, Sealing Plan and other documents covering the particular delivery.

The NPC's representative shall affix his signature on the COC signifying receipt of the delivery. Supplier shall provide NPC a duplicate copy of the above documents and original copy, if required. The COC shall be the basis for the Supplier's invoice preparation. However, volume for payment shall be determined as provided for as specified in Clause TS-11.1 (c). In case of delivery involving multi-port discharging, the invoice shall reflect the COC for the first delivery point, the received volume of the preceding port(s) and the ROB of the immediate preceding port.

The original copy of the invoice including all required supporting documents as specified in Clause TS-8.1 (b) shall be submitted by the Supplier, for billing purposes, to the NPC's office not later than the 7th day of the month where payment is due. Failure of the NPC SPUG's representative to sign these documents to acknowledge receipt of the fuel delivery within twenty four (24) hours after the required settling time without filing a protest shall mean that NPC has waived his right to protest the contents of the documents and automatically agrees and adopts all the figures reflected in the said documents (except errors in computation). In case of protest by NPC, NPC shall indicate "Under Protest" in the COC of the Supplier or may be done formally in writing in the case of serious situation affecting volume measurements.

All tankers/vessels/barges shall have an independent third party surveyor appointed by and at the expense of the Supplier to undertake the volume measurements witnessed and concurred by the NPC SPUG's representative.

In case delivery will require the use of a marathon hose to NPC's receiving flange, the Supplier shall provide and install the same at no cost to NPC.

Start of pumping time for discharging of fuel shall be between 0500H to 1700H only.

iii. Delivery via Pipeline Transfer (Ex-Terminal/Depot)

Delivery points with an NPC contracted hauler may withdraw fuel directly from the Supplier's facilities via pipeline transfer. Such deliveries shall be free from any pipeline and/or pumping charges/fees or if Supplier has cost incurred, this shall form part of his transshipment cost.

Supplier shall, upon and after delivery, present to NPC the required documents covering the pipeline transfer as prescribed in Clause TS-8.1 (c). The NPC's representative shall affix his signature on the Barge Loading Report, signifying receipt of the delivery. Supplier shall provide NPC a duplicate copy of all the required documents and the original copy, if required. The Barge Loading Report shall be the basis for the Supplier's invoice preparation. However, volume for payment shall be determined as specified in Clause TS-11.1 (c).

The original copy of the invoice including all required supporting documents as specified in Clause TS-8.1 (c) shall be submitted by the Supplier not later than the 7th day of the month where payment is due.

Failure of the NPC's representative to sign the invoice or Barge Loading Report to acknowledge receipt of the fuel delivery without filing a protest shall mean that NPC has waived his right to protest the contents of the documents and automatically agrees to adopt all the figures reflected in the said documents (except errors in computations). In case of protest by NPC, NPC shall indicate "Under Protest" in the Barge Loading Report of the Supplier, or may be done formally in writing in the case of serious situation affecting volume measurements.

The NPC contracted hauler's compliance to the standard requirements of the Maritime Industry Authority (MARINA) shall be sufficient for the concerned Supplier to allow withdrawal of fuel by the NPC contracted hauler from the Supplier's refinery, terminal or depot, provided, however that Supplier shall not be liable for any and all claims for damages, monetary or otherwise, arising from the fault and/ or negligence of the hauler/s.

In case Supplier will not allow NPC Hauler to directly withdraw fuel at its refinery, terminal or depot and instead assign a different delivery point, i.e. nearest port, pier or wharf using tank trucks for unloading of fuel cargo to the NPC Hauler, Supplier shall bear all cost involved for the change in the delivery point, which includes but not limited to, freight cost, port fees and others. Considering that the mode of delivery had been revised from pipeline transfer to tank truck, the invoicing and documentary requirements for payment of fuel for tank truck deliveries shall apply. The change in delivery point and mode of fuel delivery made by the Supplier shall not incur any additional cost to NPC.

iv. Packaged Fuel Deliveries

Packaged fuel deliveries shall be made using steel navy cubes and container steel drums of 5,000 liters and 210 liters capacity, respectively. Supplier shall guarantee the volume content of each navy cube or drum. NPC reserves the right to check the volume or the quantity of fuel in the navy cubes and container drums.

In case of refillable drums, the number and capacity of the drums should be sufficient to sustain the monthly fuel requirement of the power plant or barge.

Supplier shall provide packaging of the fuel as required to prevent spillage or contamination during transit to its final destination. The packaging should be properly sealed and sufficient to withstand, without limitation, rough handling during transit and open storage.

Details of the packaged fuel deliveries are indicated on Clause TS-13.0, Packaging.

For all modes of delivery stated herein, the NPC and Supplier's representatives should be present for each fuel delivery or transfer in order to witness, validate and confirm the quality and quantity of fuel delivered and preclude discrepancies in the processing of payment.

The absence of either party to witness, validate and confirm the quality and quantity of the fuel delivery shall constitute as a waiver on the part of the party absent and thus the quality and quantity determined during the time of delivery shall be final and to be used as basis for payment of fuel deliveries.

Supplier shall properly observe the above requirements for convenience and safety. Possible damages resulting from non-compliance thereof shall be for the account of Supplier.

a) Demurrage Charges

Demurrage incurred by domestic tankers/vessels/barges for fuel deliveries shall be for the account of Supplier or NPC based on the following:

	Berthing arrangements by	
	(NPC)	(Supplier)
i. Vessel arrival outside agreed delivery berthing window at point of destination	Supplier	Supplier
ii. Vessel arrival within agreed delivery berthing window but in conflict with:		
1. Other vessels directly or indirectly connected with NPC	NPC	NPC
2. Other vessels not connected with NPC	NPC	Supplier
iii. Vessel arrival within agreed delivery berthing window:		
1. but no ullage	NPC	NPC
2. no berth available	NPC	Supplier
3. cannot berth due to problem on vessel and/or crew	Supplier	Supplier
4. low vessel pumping rate	Supplier	Supplier
iv. Vessel waiting time due to off-specs delivery	Supplier	Supplier
1. Supplier's quality analysis		
a. off-specs (no umpiring needed)	Supplier	Supplier
b. umpiring results		
- within specs	NPC	NPC
- off-specs	Supplier	Supplier
v. Vessel waiting time due to delayed arrival of Supplier's representative and/or surveyor and/or laboratory result	Supplier	Supplier
vi. vessel waiting time due to delayed	NPC	NPC

SECTION VI - TECHNICAL SPECIFICATIONS

arrival of NPC SPUG representative
and/or NPC's laboratory result

vii. Vessel's prolonged pumping time:

- | | | |
|---|----------|----------|
| 1. due to shore limitations | NPC | Supplier |
| - Supplier's and/or Supplier-
arranged berthing facilities | Supplier | Supplier |
| - NPC'S and/or NPC-
arranged berthing facilities | NPC | NPC |
| 2. due to reasons attributable to
vessel and/or crew | Supplier | Supplier |

viii. Vessel is required to unberth and
re-berth due to:

- | | | |
|--|----------|----------|
| 1. problems attributable to NPC | NPC | NPC |
| 2. problems attributable to vessel
and/or crew, or on the initiative
of Supplier | Supplier | Supplier |

Laytime and demurrage shall be computed based on the actual Charter Party Agreement. This Agreement stipulates the terms and conditions pertaining to freight and demurrage rate and defines the responsibility of the vessel owner and charterer, in this case the Supplier. Supplier shall furnish NPC a copy of the pertinent demurrage clause of the Charter Party Agreement within 30 days from the Notice of Award. Vessel arrival should be within berthing window and discharging of cargo should be completed within reasonable time.

In case of a situation where it cannot be established which party is responsible, this matter shall be mutually resolved within ninety (90) calendar days from date of receipt of delivery.

Demurrage charges against the NPC shall be supported with payment computations and shall be submitted and received by NPC within sixty (60) calendar days from date of receipt of delivery. Otherwise, Supplier shall have waived its right to claim such demurrage charges.

b) Transfer Costs

Vessel transfer costs shall be absorbed by Supplier or NPC based on the following conditions:

- | | |
|--|----------|
| i. Due to NPC's request/fault | NPC |
| ii. Due to Supplier's initiative | Supplier |
| iii. Due to rejection of fuel delivery provided reason is
legitimate, example, fuel does not meet specification,
is contaminated, and/or free water is more than 1%
by volume (total or per compartment). | Supplier |

c) Transfer to other Delivery Points (Amendment to Order)

In case of emergency, such as impending fuel run out due to critical-fuel inventory and other reasonable causes, NPC may transfer the oil-based fuel delivery to other delivery points of NPC through an Amendment to Order pursuant to Annex "D" – Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials, of the Revised IRR of R.A. 9184. Cost of transfer in such cases shall be for the account of NPC. In addition, the bid, biofuel and delivery costs shall be as follows:

- i. a. In case the source and recipient power plants/delivery points are supplied by the same supplier, the cost of bid, biofuel and delivery cost of the recipient power plant/delivery point shall be used as reference for payment of fuel deliveries.
- b. In case a power barge is transferred to a location where a power plant/barge is already existing and operating with a fuel supply from the same supplier, the bid, biofuel and delivery cost of the existing power plant/barge shall be used as reference for payment of fuel deliveries to the transferred power barge.
- ii. If during the contract implementation, the delivery point of a particular power plant or barge differs from the contract of the supplier, the bid and biofuel costs shall be maintained but the delivery cost shall be subject to negotiation.
- iii. The transfer of fuel shall not be limited to the power plants/delivery points as specified in the contract. Transfer of fuel deliveries can be executed from one supply contract to another provided that said contracts belong to the same supplier and being implemented on the same year. Provided further that before any transfer may be made from one contract to the other, the quantity and/or amount of fuel of the recipient power plant/delivery point has already reached its critical inventory level. In this case, the bid, biofuel and delivery costs of the recipient power plant/delivery point shall be used as basis for payment of fuel deliveries.

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

- iv. NPC has the option to consider a new or alternate delivery point not included in the contract by way of Amendment to Order. The volume shall be taken from any of the delivery points covered by the supplier's contract. The bid, biofuel and delivery cost shall be subject to agreement by both parties.
- v. Provided that, in no case shall the delivery of fuel as a result of the transfer to the other delivery point in the cases enumerated herein be affected by the issue(s) on the bid and/or delivery cost.

In case Supplier at its own initiative elect to transfer a delivery due to rejection or failure of the NPC to accept, NPC has no obligation to pay Supplier any cost resulting from the transfer of the delivery.

d) Transfer of Ownership and Risk

Ownership of the Oil-Based Fuel shall pass to NPC when the product is received at NPC's power plant or delivery point as specified in Section VII, Part II - Table of Delivery Points for Bidding. Whereas, for power plants with NPC contracted hauler, ownership of the oil-based fuel shall pass to NPC when the product is received at the delivery point or withdrawn from the Supplier's source, i.e. refinery, terminal, depot, storage tank or from other stock points.

Supplier shall assume risk of loss and/or damage and/or accidents such as but not limited to, oil spills, pilferage and loss due to fire while product on board vessels/product haulers of the Supplier is in transit from Supplier's Refinery/Terminal/Depot/Stock Point to NPC SPUG delivery reference points. For this purpose, Supplier shall insure the fuel while in it's custody for the full reinstatement value of the product.

Custody over the fuel shall pass to NPC from the Supplier in accordance with the delivery reference points as specified in Clause 2.1 (j).

e) Cancellation/Relocation of Fuel Supply

In the event the operation of any of NPC's power barge is transferred to other location/site for any reason whatsoever, and said location/site is outside of Supplier's area of coverage, Supplier's obligation to supply the fuel requirements of said power barge is extinguished and NPC has the right to source the fuel from other sources. All other supply requirements in this Contract shall however, remain in full force and effect.

If the new site of NPC's power barge supplied by the Supplier is within the area of coverage of the Supplier and there is no reference delivered price at the new site, Supplier shall continue to supply at the new location site at the delivered price per Clause TS-7.1 Purchase Price. The bid price and bio fuel cost shall be maintained and the delivery cost shall be negotiated by NPC and the Supplier. If no agreement is reached, fuel supply by Supplier to said location is deemed terminated.

For purposes of clarification, the area of coverage shall refer to the Supplier's capability, complete of facilities for storage, handling and logistics, to supply and deliver the fuel requirements of NPC at a certain area or locality within the Philippines.

TS 11.0 INSPECTION AND TESTS

11.1 The inspections and tests that will be conducted are:

(a) Fuel Compatibility

Every fuel delivery to NPC SPUG power plants and barges shall be subject to compatibility tests (ASTM D-4570-95 or higher with Reference Spot No. 2 as minimum acceptance limit) to prevent coagulation, stratification and other adverse conditions due to unstable/unsuitable properties of the fuel. The fuel source, refining process and stability of the fuel when co-mingled with existing fuel stocks shall be declared by the Supplier.

The Supplier shall be held liable for costs, expenses and damages, including removal of contaminated stock, resulting in the coagulation and stratification of the fuel in NPC SPUG storage tanks and/or fuel pipeline systems due to the Supplier's fuel deliveries.

In case NPC opts to source from another supplier, the responsibility for fuel compatibility shall be shifted to the incoming supplier. However, should Supplier advise NPC of the incompatibility of their fuel with the NPC's initial fuel inventory and NPC does not heed the Supplier's advise, responsibility for incompatibility problems shall revert to the NPC.

(b) Quality Determination

The quality of fuel delivery shall be determined in accordance with applicable ASTM standards/procedures or other mutually accepted standards/procedures as specified in Section VI, Part II – Technical Data Sheets "A" and "B". Supplier shall furnish NPC the Quality Certificate for each and every fuel delivery via tanker/barge, pipeline, tank truck and packaged fuel deliveries. NPC SPUG, prior to receipt of delivery, shall take samples and composite them into three parts using ASTM-D4057. The three composite samples shall be distributed to NPC, Supplier and the remaining sample for NPC SPUG safekeeping in case of umpiring.

NPC SPUG shall conduct analysis of its fuel sample to determine its conformance to the guaranteed specifications. Results of analysis of NPC SPUG shall be used in making applicable price adjustments under this contract. In cases where the NPC SPUG power plant or barge has no capability to analyze on-site, Supplier's certificate of analysis shall be used as basis of delivery acceptance. However, the NPC has the option to validate the certificate of analysis by taking samples from the Supplier's source tank. The samples shall be analyzed by a third party laboratory acceptable to both parties or at the Supplier's laboratory to be witnessed by the NPC's representative. For purposes of price adjustment, the NPC may use as basis the Certificate of Analysis issued by a third party laboratory designated by the NPC and accepted by the Supplier.

(c) Random Fuel Quality Test

Fuel deliveries shall be subject to random – unannounced quality testing to ensure that the fuel used by NPC SPUG power plants/barges is free from contamination and within the guaranteed quality specifications. The random testing shall be done at selected NPC SPUG power plants/barges during the contract duration. The fuel samples shall be taken from the Supplier's vessel/barge and tank trucks to be witnessed and concurred by the vessel/barge captain/tank truck driver and NPC SPUG power plant/barge representative. The taking of samples and analysis shall be conducted pursuant to item (b) Quality Determination. The samples shall be checked for contamination and analyzed by an oil industry accepted Third Party laboratory. If the results of the above laboratory tests show that the fuel is within the Guaranteed Fuel Specifications (Technical Data Sheets "A" and "B"), testing cost shall be for the account of the NPC. Otherwise, said costs shall be shouldered by the Supplier.

If the results of the random test analysis indicate that the fuel is contaminated and/or its quality is not within NPC's Guaranteed Fuel Specifications, the Supplier shall be subjected to a penalty of ten percent (10%) of the delivered price (deductible) for the full quantity of fuel delivered at the selected NPC SPUG power plant/barge. The ten percent (10%) penalty shall apply to each parameter (excluding low heating value) that is beyond the limits provided in the Technical Data Sheets "A" and "B". The repeated occurrence of

contaminated or off specs fuel deliveries under the random testing shall be considered as unsatisfactory performance of the Supplier's obligations under the contract.

(d) Quantity Determination

Quantity/volume measurements of NPC's receiving tanks and Supplier's source tanks shall be done in accordance with ASTM D-4057 for volume measurements. NPC shall ensure full isolation of its receiving storage tank/fuel barge during receipt of delivery from Supplier.

NPC and Supplier must ensure that their tanks are calibrated by duly certified and accredited independent surveyor. NPC shall provide Supplier copies of calibration tables of NPC SPUG receiving tank/fuel barges. Supplier shall also provide NPC copies of calibration tables of Supplier's source tank(s) and delivery tanker/barges. Likewise, Supplier shall also provide NPC valid ITDI Calibration Certificates of its tank trucks, in case of tank truck deliveries. NPC and Supplier shall update each other of any changes in calibration tables of their respective tanks and delivery vessels from time to time.

Volume of fuel deliveries at air shall be net of Free Water content and rounded off to zero (0) decimal places. On the other hand, volume for payment for all modes of delivery, **except container drum deliveries**, shall be corrected to 15°C billing temperature and net of Bottom Sediment Water (BS&W), or Water and Sediment (W&S), using NPC analysis on BS&W prior to rounding-off to two (2) decimal places. In cases where NPC delivery points have no capability to analyze BS&W, the adjustment, if any, shall be based on Supplier's certificate of analysis, which is subject to validation as specified in Item b) above.

Free Water shall refer to the quantity of water inside the compartments of delivery vessels, i.e oil tanker, vessel, barge and tank truck or lorry. Free water content shall be determined prior to taking samples for analysis pursuant to item b) above. Free Water shall be determined and measured by sounding using steel tape with water finder paste. For tank truck or lorry deliveries, Free Water content shall be measured by draining the tank truck/lorry compartments using graduated containers. Fuel deliveries or fuel in any compartment of delivery vessels with Free Water content that is more than one percent (1%) by volume shall be rejected outright.

i. Quantity/Volume Reconciliation (*Per Order Basis*)

Quantity/volume of fuel delivery for payment purposes shall be corrected to 15°C reference temperature and reconciled in accordance with the following procedure:

1. Tanker/Barge/Pipeline deliveries (Single Port):

If NPC's received volume plus ROB is equal to or above Bill of Lading (B/L) quantity, NPC shall pay B/L quantity net of ROB.

If NPC's received volume plus ROB is below B/L quantity, NPC shall pay actual volume received.

If NPC's receiving tank is not isolated or is in-service during receipt of delivery.

- a) Volume for payment shall be Vessel Figure Before Discharge (VFBD) net of ROB corrected to 15°C if VFBD net of ROB is lower than B/L. Otherwise, if VFBD volume is higher than B/L, volume basis for payment shall be based on B/L quantity net of ROB.
- b) In case of tank-to-tank transfers, volume basis for payment shall be based on B/L quantity.

2. Tanker/Barge Deliveries (Multi-Port):

For the First Port:

- a) If as-received volume is greater than B/L quantity less vessel ROB, NPC shall pay based on B/L quantity less vessel ROB corrected to 15°C.
- b) If as-received volume is below B/L quantity less vessel ROB, NPC shall pay actual volume received.

For Succeeding Ports:

- a) If as-received volume is greater than B/L quantity less as-received volume at preceding port(s) less vessel ROB at current port, NPC shall pay based on B/L quantity less as-received volume at preceding port(s) less vessel ROB at current port.
- b) If as-received volume is equal or below B/L quantity less as-received volume at preceding port(s) less vessel ROB at current port, NPC shall pay actual volume received.

Refer to Section VI, Part III - Diagram and Treatment of Multi Port Deliveries, for details. In case the B/L quantity is not available for reasons that simultaneous loading from the source tank cannot be completely avoided, the actual Vessel Figure After Loading (VFAL) shall be used instead. In addition, if the NPC's receiving tank is non isolated or in-service during receipt of delivery, the as-received volume (CIC) shall be equal to the Vessel's Figure Before Discharge (VFBD) less ROB.

3. Tank Truck Deliveries:

For tank truck deliveries, volume for payment shall be based on tank truck gauge marker equivalent volume corrected to 15°C using density and temperature measurements made by NPC on tank truck oil compartments prior to receipt of delivery and applicable ASTM tables and standards. In the absence of density measurements by NPC, the density indicated in the Certificate of Analysis provided by Supplier shall be used.

In case the tank truck has (a) no valid calibration certificate, (b) missing, movable or not fixed gauge marker(s) or (c) compartments and valves that are not sealed or inappropriately sealed, the volume for payment shall be the "As Received" volume at NPC's storage tank.

4. Packaged Fuel Deliveries

The volume for payment shall be based on (a) ambient/air temperature for container drum deliveries and (b) "As Received" at the power plant site or barge storage tank and corrected to 15°C for refillable drum deliveries.

These volume measurements shall be net of Free Water Content and BS&W pursuant to items (b) and (c) above. Fuel deliveries for payment for each delivery point in the Contract shall be reckoned from the 25th noon of the month immediately preceding the delivery month up to the 25th noon of the delivery month (billing period.)

For Power Plants/Delivery Points with concerns or issues regarding fuel delivery (Quantity and Amount), reconciliation shall commence from the start of the implementation of the contract. Any claims pertaining to reconciliation for the contract shall not be beyond six (6) months from the contract period or contract extension.

(e) Rejection

i. Rejection Limits

Prior to actual discharging of deliveries, NPC reserves the right to perform tests and quality analyses of the fuel properties as specified in Section VI, Part II – Technical Data Sheets "A" and "B".

If the result of such test or analyses falls outside any of the reproducibility/precision limits defined in the applicable standard, NPC reserves the right to reject the fuel delivery.

For packaged fuel deliveries, NPC reserves the right to reject the delivery if the container steel drum (a) weighs below 188.2 kgs gross or 172.2 kgs net, (b) has no seal or broken seals, or (c) are in a state of rapid deterioration. In case of refillable drums of 210 liters capacity, NPC likewise reserves the right to reject the delivery if the said drums are (a) not sealed or has broken seals or (b) in a state of rapid deterioration. However, for refillable drums with less than 210 liters capacity which has no provision for sealing or cannot be sealed, the delivery may be accepted except (a) if the fuel in the drums is contaminated with water or other impurities and (b) the drums are in the state of rapid deterioration.

All costs and charges in connection with the rejection shall be for the account of the Supplier, except when due to the fault of the NPC.

ii. Delivery Rejection

NPC shall, at no cost to NPC, have the right to reject any delivery of fuel that does not satisfy the Guaranteed Fuel Specifications as specified in Section VI, Part II – Technical Data Sheets "A" and "B". Likewise, NPC has the right to reject the fuel delivery or the fuel in any tank/compartment of tank truck or tanker/vessel/barge, if this contains Free Water, or is contaminated with water, more than one percent (1%) by volume. NPC also has the right to reject fuel delivery if the tank truck, tanker, vessel or barge compartments are not sealed or inappropriately sealed.

For all modes of fuel delivery, the PQC and COC (tanker/vessel/barge delivery) shall be submitted during delivery of fuel. Non-submission of these documents during fuel delivery shall be a ground for rejection.

NPC may exercise its right to reject fuel delivery prior to its pumping/transfer. The moment the product has been pumped or transferred to NPC's receiving/storage tanks, NPC is deemed to have waived its right to reject. The NPC however reserves the right to stop pumping and reject the remaining product of the delivery in the event of any observed abnormalities or discrepancies affecting product quality. In case of critical fuel inventory, NPC may decide to receive the delivery subject to price adjustments as specified in Clause TS-9.0, Penalty on Oil-Based Fuel Quality.

In the event of a delivery rejection, the Umpire Sample obtained as specified in Item b) above shall be retrieved by the Supplier and/or the third party surveyor from the NPC. This sample shall then be tested by an independent laboratory mutually acceptable to the parties. If the results of the above laboratory tests show that the product is within the Guaranteed Fuel Specifications (Technical Data Sheets "A" and "B"), testing cost shall be for the account of the NPC. Otherwise, said costs shall be shouldered by the Supplier.

In the event NPC rejects a fuel delivery and Supplier cannot deliver a replacement as required, NPC may source the equivalent volume of such delivery from other sources and any differential cost shall be for the account of the Supplier. If delays in fuel replacement or sourcing results to plant load reduction/shutdown, penalties and damages as specified in SCC Clause 6 shall also be charged to Supplier.

iii. Appeal on Rejections

In case of rejection of any fuel delivery, Supplier may, within twenty-four (24) hours from notice thereof, appeal in writing such rejection; provided, however, that if the rejected fuel delivery is immediately transferred at the initiative of the Supplier to other ports/destination prior to completion of the third party analysis, Supplier loses its right of appeal as well as the right to charge any costs including but not limited to transfer and demurrage costs even if the results of the analysis conform with the Guaranteed Fuel Specifications.

TS-12.0 INCIDENTAL SERVICES

- 12.1 The Supplier is required to provide free of charge to NPC any or all of the following services, including additional services, if any:
- a. Supervision of delivery of the supplied Oil-Based Fuel requirements;
 - b. Technical assistance, such as the provision with technical information and operation of instruments, apparatus and equipment necessary for the utilization, handling and disposition of fuel purchased from the Supplier, including laboratory correlation, if necessary.
 - c. In-house and field trainings, seminars and technical services relevant to fuel utilization, supply, transfer, storage, handling, safety and environmental concern activities.

TS-13.0 PACKAGING

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

13.2 Packaged fuel deliveries shall be made using container steel drums. Supplier shall guarantee 210 liters content of each drum. NPC reserves the right to check the volume or quantity of fuel in the drum.

13.3 The packaging must be clearly marked as follows :

Name of Procuring Entity	:	National Power Corporation
Name of Supplier	:	
Contract Description	:	
Product Name	:	
Final Destination	:	
Gross Weight	:	
Net Weight	:	

13.4 In case of deliveries by refillable container drums, the Supplier shall provide such packaging of the oil-based fuel as required to prevent spillage or contamination during transit to its final destination. The packaging should be sufficient to withstand, without limitation, rough handling during transit and unloading at the delivery point.

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

TS-14.0 INSURANCE

14.1 The Fuel supplied under the Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to transportation, storage and delivery. The Fuel remains at the risk and title of the Supplier until their final acceptance by NPC.

TS-15.0 PRIVATIZATION

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

15.2 In case the ownership, possession or operation of NPC power plant or barge is transferred to another entity or management of fuel is transferred to another entity as a result of privatization, any of the following shall govern, at the option of NPC;

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

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

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

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

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

TS-16.0 SETTLEMENT OF DISPUTES

16.1 If any disputes or difference or any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

16.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

16.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

16.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

16.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

TS-17.0 FORCE MAJEURE

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

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

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

TS-18.0 LIQUIDATED DAMAGES

Subject to **SCC** Clauses 6, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind the Contract without prejudice to other courses of action and remedies open to it.

TS-19.0 Termination for Default

- 19.1 The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- 19.2 The Procuring Entity may terminate the contract when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- 19.3 The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 19.4 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **TS 19 to 22**, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 19.5 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

TS-20.0 Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will

not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

TS-21.0 Termination for Convenience

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

TS-22.0 Termination for Unlawful Acts

- 20.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (c) Corrupt, fraudulent, and coercive practices;
 - (d) Drawing up or using forged documents;
 - (e) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (f) Any other act analogous to the foregoing.

TS-23.0 CONTRACT AMENDMENT

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

SECTION VI

TECHNICAL SPECIFICATIONS

***(PART II – TECHNICAL DATA
SHEETS)***

PART II - TECHNICAL DATA SHEETS**SUPPLY AND DELIVERY OF OIL-BASED FUEL
TO SPUG POWER PLANTS AND BARGES FOR CY 2022**

1. The Bidder shall complete this technical data sheet and submit the filled-up form with the technical proposal.
The Bidder shall use continuation sheets as necessary for any other additional information keeping to the format shown herein or by reproducing the same.
2. NPC reserves the right to reject Bids without proper and/or specific data and information as required herein.
3. The data required are technical requirements for the diesel oil to be provided by the bidder.
Bidder's proposal shall at least be equal or superior to the requirements specified by NPC.

1.0 TECHNICAL DATA

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
1	DIESEL OIL SPECIFICATIONS	Refer to Attachment "A"	

Name of Bidder :

Signature of Bidder :

ITEM 1 - DIESEL OIL SPECIFICATIONS

Property	Unit	ASTM Method	NPC REQUIREMENT		SUPPLIER'S DATA		
			Min.	Max.	Min.	Max.	Comply / Not Comply
1. Density @ 15°C	OR	kg/L	D-1298	0.82	0.88		
2. Kinematic Viscosity @ 40 °C	OR	cSt	D-445	1.7	5.5		
3. Flash Point	OR	°C (°F)	D-93	55 (131)			
4. Pour Point	OR	°C (°F)	D-97		10 (50)		
5. Cloud Point *	OR	°C (°F)	D-2500		18 (60.8)		
6. Ash	OR	% wt.	D-482		0.01		
7. Sulfur	OR	% wt.	D-4294 / D-129		0.30		
8. Water and Sediment	OR	% vol.	D-2709		0.10		
9. Water Content (by distillation)	OR	% vol.	D-95		0.10		
10. Calorific Value, HHV		Btu/lb	D-240 / D-4868 /	19,600			
LHV		Btu/lb	D-4809	18,400			
	SA	Btu/lb		18,399 - 18,200			
	OR	Btu/lb		below 18,200			
11. Others							
a. Distillation Temperature 90% Recovery	OR	°C	D-86		Report		
b. Carbon Residue, 10% Bottoms	OR	% wt.	D-4530-85		0.35		
c. Cetane Index	OR		D-978	45			
d. ASTM Colour			D-1500		5.0		
e. Sediment (by extraction)	OR	% wt.	D-473		0.01		
f. Copper strip corrosion, 3 h at 50 °C			ASTM D-130		No. 1		
g. FAME content	OR	% vol.	PNS EN 14078 modified	1.7			
h. Methyl laurate (C12 ME)		% wt.	PNS EN 14331 modified	0.8			
i. Free Water	OR	% vol.	Refer to TS 11.0 (c) for procedure.		1.0		

Note:

OR - Outright Rejection

SA - Subject to Price Adjustment per Clause TS-9.0, Section VI, Part I - Technical Specifications of the Bid Documents.

* For Kabugao DP, Lot - Cagayan and Lot - Batanes, the maximum limit is 10 °C (50 °F).

Name of Bidder : _____

Signature of Bidder : _____

SECTION VI

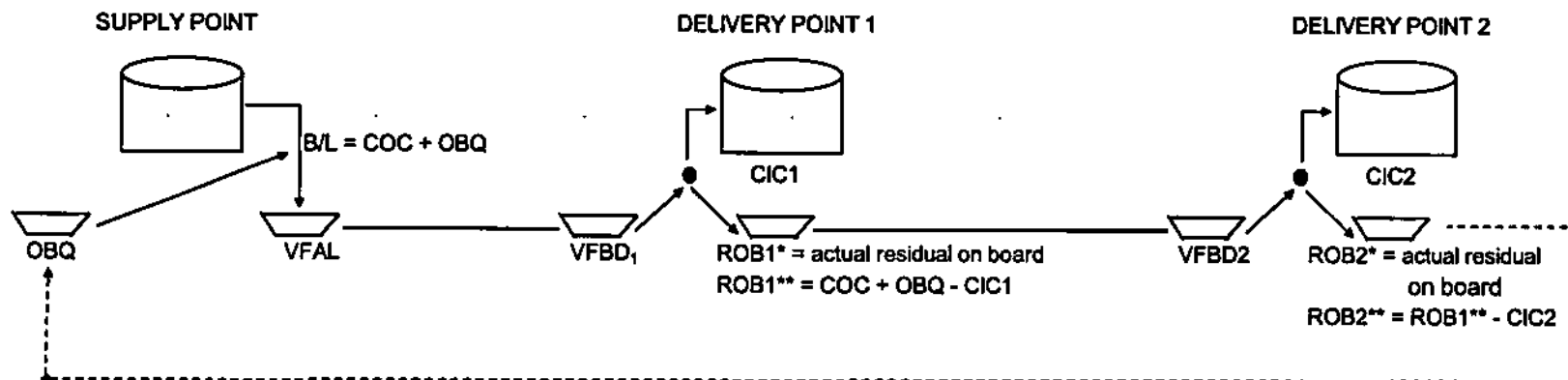
TECHNICAL SPECIFICATIONS

(PART III – MULTI-PORT DELIVERY)

SECTION VI - TECHNICAL SPECIFICATIONS

PART III - DIAGRAM AND TREATMENT OF MULTI-PORT DELIVERIES

DIAGRAM AND TREATMENT OF MULTI-PORT DELIVERIES



A. BETWEEN SUPPLY POINT & DELIVERY POINT

CASE 1: Receiving Tank is Isolated.
 If $CIC1 > COC + OBQ - ROB1^*$
 $VP1 = COC + OBQ - ROB1^*$
 If $CIC1 < COC + OBQ - ROB1^*$
 $VP1 = CIC1$

CASE 2: Receiving Tank is Service Tank or found not isolated.
 If $VFBD1 - ROB1^* > COC + OBQ - ROB1^*$
 $VP1 = COC + OBQ - ROB1^*$
 If $VFBD1 - ROB1^* < COC + OBQ - ROB1^*$
 $VP1 = VFBD1 - ROB1^*$

B. BETWEEN DELIVERY POINTS

If $CIC2 > ROB1^{**} - ROB2^*$
 $VP2 = ROB1^{**} - ROB2^*$
 If $CIC2 < ROB1^{**} - ROB2^*$
 $VP2 = CIC2$

If $VFBD2 - ROB2^* > ROB1^{**} - ROB2^*$
 $VP2 = ROB1^{**} - ROB2^*$
 If $VFBD2 - ROB2^* < ROB1^{**} - ROB2^*$
 $VP2 = VFBD2 - ROB2^*$

Note : If the COC figure is indeterminate due to non-isolated source tank, replace (COC + OBQ) with VFAL.

Legend: COC = Cargo Outturn Certificate
 B/L = Bill of Lading
 OBQ = On-board Quantity
 VFAL = Vessel Figure After Loading

CIC = Cargo Intake Certificate
 ROB = Residual On-Board
 VFBD = Vessel Figure Before Discharge
 VP = Volume for Payment

SECTION VI

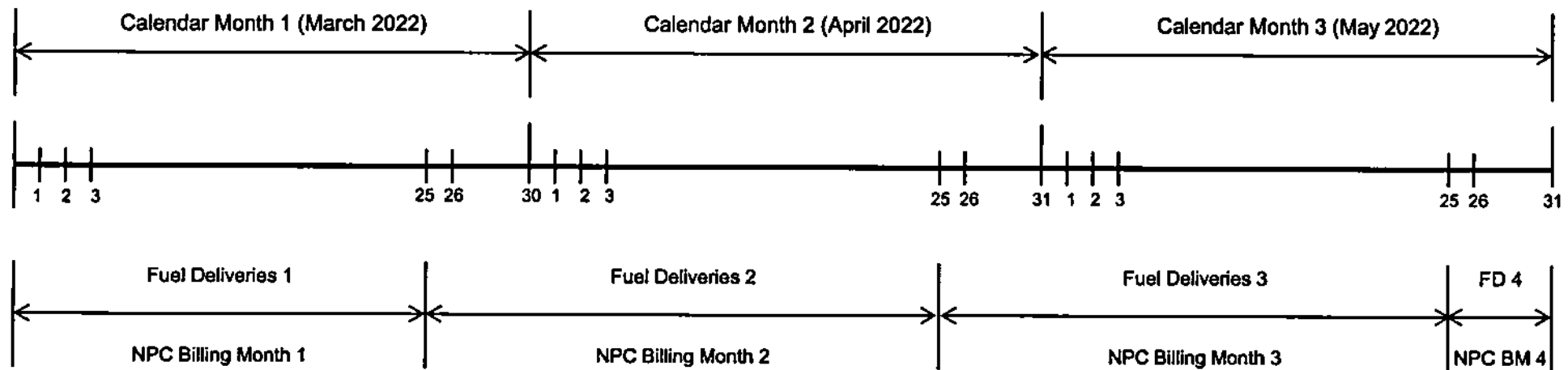
TECHNICAL SPECIFICATIONS

(PART IV – SAMPLE COMPUTATION AND LINE GRAPH PER ORDER BASIS)

SECTION VI - TECHNICAL SPECIFICATIONS

PART IV - LINE GRAPH FOR FUEL SUPPLY ON PER ORDER BASIS

LINE GRAPH FOR FUEL SUPPLY ON PER ORDER BASIS



A. Fuel Deliveries (FD) are covered under NPC Billing Month (BM), 25th NN previous month to 25th NN current month.

B. Processing of Invoice: Delivered Price (Diesel Oil), P/Liter = $[(\text{Bid Price} \pm \text{MOPS week on week price adjustments}) \times 0.98] + (\text{Biofuel Cost} \times 0.02) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + \text{E-Vat}$.

Fuel Deliveries 1 = Payment due date is end of April 2022.

Fuel Deliveries 2 = Payment due date is end May 2022.

Fuel Deliveries 3 = Payment due date is end of June 2022.

BID DOCUMENTS

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO
SPUG POWER PLANTS AND BARGES FOR CY 2022
PR NO. HO-FMG22-001-PB3

SECTION VI - TECHNICAL SPECIFICATIONS

PART IV - SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

SAMPLE COMPUTATION 1
(Industrial Diesel Oil)

Bid Price, PhP/liter 20.3300
Biofuel Cost, PhP/liter 60.0000
Delivery Cost, PhP/liter 2.3100
Volume, liters 20,000.00
Barrel to Liter 158.984

Assumptions:

1. Bid Date, Monday of Week 0
2. End of DO discharging, Friday of week 4
3. Forex, Friday of Week 4, BSP Ref. Rate, PhP/US\$ = 50.74

MOPS DO Daily Average, \$/Barrel

	Week 0	Week 1	Week 2	Week 3	Week 4
Monday	76.0600	77.6500	78.3700	84.9400	87.3000
Tuesday	76.2500	78.1000	79.5000	85.3500	89.8900
Wednesday	75.3000	78.1200	80.8100	84.1500	92.1300
Thursday	76.1400	79.4100	81.4300	85.6800	87.3500
Friday	76.7600	79.6800	82.4600	85.6200	92.1400
Weekly Average	76.1020	78.5920	80.5140	85.1480	89.7620
MOPS Week on Week		2.4900	1.9220	4.6340	4.6140

MOPS Week on Week Price Adjustments (\$/Barrel)

Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Week 4	4.6140
Total*	13.6600
* Convert to PhP/Liter, MOPS_PA =	4.3596

Bid Price	MOPS_PA	Biofuel Cost	Fuel Marking Fee	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
20.3300	4.3596	60.0000	0.06146	6.0000	2.3100	4.0521	37.8194	756,387.58

BID DOCUMENTS

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO
SPUG POWER PLANTS AND BARGES FOR CY 2022
PR NO. HO-FMG22-001-PB3

SECTION VI - TECHNICAL SPECIFICATIONS

PART IV - SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

SAMPLE COMPUTATION 2
(Industrial Diesel Oil)

Bid Price, PhP/liter 20.3300
Biofuel Cost, PhP/liter 60.0000
Delivery Cost, PhP/liter 2.3100
Volume, liters 20,000.00
Barrel to Liter 158.984

Assumptions:

1. Bid Date, Monday of Week 0
2. End of DO discharging, Monday to Thursday of week 4
3. Forex, Friday of Week 3, BSP Ref. Rate, PhP/US\$ = 50.72

MOPS DO Daily Average, \$/Barrel

	Week 0	Week 1	Week 2	Week 3	Week 4
Monday	76.0600	77.6500	78.3700	84.9400	87.3000
Tuesday	76.2500	78.1000	79.5000	85.3500	89.8900
Wednesday	75.3000	78.1200	80.8100	84.1500	92.1300
Thursday	76.1400	79.4100	81.4300	85.6800	87.3500
Friday	76.7600	79.6800	82.4600	85.6200	
Weekly Average	76.1020	78.5920	80.5140	85.1480	
MOPS Week on Week		2.4900	1.9220	4.6340	

MOPS Week on Week Price Adjustments (\$/Barrel)

Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Total*	9.0460
* Convert to PhP/Liter, MOPS_PA =	2.8859

Bid Price	MOPS_PA	Biofuel Cost	Fuel Marking Fee	Excise Tax.	Delivery Cost	EVAT	Delivered Price	Actual Payable
20.3300	2.8859	60.0000	0.06146	6.0000	2.3100	3.8788	36.2018	724,036.99

BID DOCUMENTS

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO
SPUG POWER PLANTS AND BARGES FOR CY 2022
PR NO. HO-FMG22-001-PB3

SECTION VI - TECHNICAL SPECIFICATIONS

PART IV - SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

SAMPLE COMPUTATION 3
(Industrial Diesel Oil)

Bid Price, PhP/liter 20.3300
Biofuel Cost, PhP/liter 60.0000
Delivery Cost, PhP/liter 2.3100
Volume, liters 20,000.00
Barrel to Liter 158.984

Assumptions:

1. Bid Date, Monday of Week 0
2. End of DO discharging, Saturday or Sunday of week 4
3. Forex, Friday of Week 4, BSP Ref. Rate, PhP/US\$ = 50.74

MOPS DO Daily Average, \$/Barrel

	Week 0	Week 1	Week 2	Week 3	Week 4
Monday	76.0600	77.6500	78.3700	84.9400	87.3000
Tuesday	76.2500	78.1000	79.5000	85.3500	89.8900
Wednesday	75.3000	78.1200	80.8100	84.1500	92.1300
Thursday	76.1400	79.4100	81.4300	85.6800	87.3500
Friday	78.7600	79.6800	82.4600	85.6200	92.1400
Weekly Average	76.1020	78.5920	80.5140	85.1480	89.7620
MOPS Week on Week		2.4900	1.9220	4.6340	4.6140

MOPS Week on Week Price Adjustments (\$/Barrel)

Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Week 4	4.6140
Total*	13.6600
* Convert to PhP/Liter, MOPS_PA =	4.3596

Bid Price	MOPS_PA	Biofuel Cost	Fuel Marking Fee	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
20.3300	4.3596	60.0000	0.06146	6.0000	1.2000	3.9189	36.5762	731,523.58

SECTION VI - TECHNICAL SPECIFICATIONS

PART IV - SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

SAMPLE COMPUTATION 4
(Industrial Diesel Oil)

Bid Price, PhP/liter	20.3300
Biofuel Cost, PhP/liter	60.0000
Delivery Cost, PhP/liter	2.3100
Volume, liters	20,000.00
Barrel to Liter	158.984

Assumptions:

1. Bid Date, Monday of Week 0
2. End of DO discharging, Friday with holiday of week 4
3. Forex, Friday of Week 4, BSP Ref. Rate, PhP/US\$ = 50.74
4. Tuesday is holiday

MOPS DO Daily Average, \$/Barrel

	Week 0	Week 1	Week 2	Week 3	Week 4
Monday	76.0600	77.6500	78.3700	84.9400	87.3000
Tuesday	76.2500	78.1000	79.5000	85.3500	
Wednesday	75.3000	78.1200	80.8100	84.1500	92.1300
Thursday	76.1400	79.4100	81.4300	85.6800	87.3500
Friday	76.7600	79.6800	82.4600	85.6200	92.1400
Weekly Average	76.1020	78.5920	80.5140	85.1480	89.7300
MOPS Week on Week		2.4900	1.9220	4.6340	4.5820

MOPS Week on Week Price Adjustments (\$/Barrel)

Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Week 4	4.5820
Total*	13.6280
* Convert to PhP/Liter, MOPS_PA =	4.3494

Bid Price	MOPS_PA	Biofuel Cost	Fuel Marking Fee	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
20.3300	4.3494	60.0000	0.06146	6.0000	2.3100	4.0509	37.8082	756,163.40

BID DOCUMENTS

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO
SPUG POWER PLANTS AND BARGES FOR CY 2022
PR NO. HO-FMG22-001-PB3

SECTION VI - TECHNICAL SPECIFICATIONS

PART IV - SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

SAMPLE COMPUTATION 5
(Industrial Diesel Oil)

Bid Price, PhP/liter 20.3300
Biofuel Cost, PhP/liter 60.0000
Delivery Cost, PhP/liter 2.3100
Volume, liters 20,000.00
Barrel to Liter 158.984

Assumptions:

1. Bid Date, Monday of Week 0
2. End of DO discharging, Saturday or Sunday with holiday of week 4
3. Forex, Thursday of Week 4, BSP Ref. Rate, PhP/US\$ = 50.73
4. Friday is holiday

MOPS DO Daily Average, \$/Barrel

	Week 0	Week 1	Week 2	Week 3	Week 4
Monday	76.0600	77.6500	78.3700	84.9400	87.3000
Tuesday	76.2500	78.1000	79.5000	85.3500	89.8900
Wednesday	75.3000	78.1200	80.8100	84.1500	92.1300
Thursday	76.1400	79.4100	81.4300	85.6800	87.3500
Friday	76.7600	79.6800	82.4600	85.6200	
Weekly Average	76.1020	78.5920	80.5140	85.1480	89.1675
MOPS Week on Week		2.4900	1.9220	4.6340	4.0195

MOPS Week on Week Price Adjustments (\$/Barrel)

Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Week 4	4.0195
Total*	13.0655
* Convert to PhP/Liter, MOPS_PA =	4.1691

Bid Price	MOPS_PA	Biofuel Cost	Fuel Marking Fee	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
20.3300	4.1691	60.0000	0.06146	6.0000	2.3100	4.0297	37.6102	752,204.65

SECTION VII

SCHEDULE OF REQUIREMENTS

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

**NATIONAL POWER CORPORATION
SMALL POWER UTILITIES GROUP (SPUG)
OIL-BASED FUEL REQUIREMENTS FOR CY 2022**

SPUG POWER PLANTS AND BARGES

PLANT/LOT NAME	Quantity	ABC
	Kliters	PhP
DIESEL OIL		
LUZON		
Marinduque/Quezon/North Luzon Area		
Package 1 - North Luzon	3,940	191,171,092
Per Plant		
1 Kabugao DP	347	17,370,473
2 Maconacon DP	185	9,348,550
Per Lot - Batanes	2,809	134,018,795
3 Basco DP	2,346	111,928,833
4 Sabtang DP	205	9,780,653
5 Itbayat DP	258	12,309,309
Per Lot - Cagayan	599	30,433,274
6 Calayan DP	295	14,988,006
7 Balatubat DP	170	8,637,156
8 Minabel DP	122	6,198,430
9 Babuyan, Claro	5	254,034
10 Dibay-Dilam	7	355,648
Package 3 - Aurora/Quezon	2,886	144,176,547
Per Plant		
1 Casiguran DP	1,862	92,749,385
2 Palanan DP	308	15,506,445
Per Lot - Quezon	716	35,920,717
3 Jomalig DP	214	10,736,080
4 Patnanungan DP	474	23,779,916
5 Calutcot, Burdeos	28	1,404,721
TOTAL MQNL Area	6,826	335,347,639
Bicol Area		
Package 7 - Camarines Sur	831	42,215,218
Per Lot - Burlas		
1 San Pascual DP	500	25,400,250
Mini-Grid Burlas	331	16,814,968
2 Dangalan DP	41	2,082,821
3 Malaking Ilog DP	73	3,708,437
4 Mababang Baybay DP	51	2,590,826
5 Osmeña DP	67	3,403,634
6 Peñafrancia DP	49	2,489,225
7 Quezon DP	50	2,540,025
TOTAL Bicol Area	831	42,215,218

**NATIONAL POWER CORPORATION
SMALL POWER UTILITIES GROUP (SPUG)
OIL-BASED FUEL REQUIREMENTS FOR CY 2022**

SPUG POWER PLANTS AND BARGES

PLANT/LOT NAME	Quantity	ABC
	Kliters	PhP
DIESEL OIL		
Palawan Area		
Package 11 - Southern Palawan	3,425	164,975,981
Per Plant		
1 Rizal DP	703	34,755,758
Per Lot - Cuyo	2,163	101,343,904
2 Cuyo DP	1,749	81,946,597
3 Cagayancillo DP	173	8,105,638
4 Agutaya DP	190	8,902,146
5 Bisucay DP	48	2,248,963
6 Macaranao	3	140,560
Per Lot - Balabac	559	28,876,319
7 Balabac DP	226	11,674,505
Mini-Grid Balabac	333	17,201,814
8 Mangsee DP	220	11,364,562
9 Bancalaan 1 DP	70	3,615,997
10 Bancalaan 2 DP	29	1,498,056
11 Ramos Balabac	14	723,199
TOTAL Palawan Area	3,425	164,975,981
TOTAL LUZON	11,082	542,538,838
MINDANAO		
Eastern Mindanao		
Package 20 - Davao / General Santos	890	47,082,395
Per Plant		
1 Talicud DP	456	24,297,048
Per Lot - General Santos	434	22,785,347
2 Balut DP	378	19,845,302
3 Sarangani Island	56	2,940,045
TOTAL Eastern Mindanao	890	47,082,395
MINDANAO		
Western Mindanao		
Package 21 - Cagayan de Tawi-tawi	886	42,833,582
Per Lot - Cagayan de Tawi-Tawi		
1 Mapun DP	854	41,286,545
2 Taganak, Turtle Is.	32	1,547,037
TOTAL Western Mindanao	886	42,833,582
TOTAL MINDANAO	1,776	89,915,977
TOTAL DIESEL OIL	12,858	632,454,815

SECTION VII

SCHEDULE OF REQUIREMENTS

(PART II – TABLE OF DELIVERY POINTS FOR BIDDING)

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity Kiloliters	DELIVERY			Delivery Point/ Plant Location	Storage Tank Capacity Kiloliters	Minimum Inventory Kiloliters	Critical Inventory Kiloliters	REMARKS
		Mode	Pier Depth/Draft (min) meters	Minimum Vessel/TT/Truck Capacity Kiloliters					
DIESEL OIL									
LUZON									
North Luzon/Marinduque/Quezon Areas									
Package 1 - North Luzon	3,940								
Per Plant									
1 Kabugao DP	347	Tank Truck		14	Brgy. Poblacion, Kabugao, Apeyso	35			Plantsite delivery
2 Maconacon DP	185	Tank Truck (a)		14	San Vicente Pier, Sta. Ana, Cagayan	65			NPC Hauler to pick-up fuel at delivery point.
Per Lot - Batanes	2,809	Tank Truck (b*)		20	Any Pier or Depot in Manila Bay, Bataan, Batangas Province and Subic Bay (except SBMA)				NPC Hauler to pick-up fuel at delivery point.
3 Basco DP	2,348								
4 Sabtang DP	205								
5 Ibayat DP	258								
Per Lot - Cagayan	599	Tank Truck (a)		14	Aparri Pier, Aparri / San Vicente Pier, Sta Ana, Cagayan				NPC Hauler to pick-up fuel at delivery point.
6 Calayan DP	295								
7 Balabhat DP	170								
8 Minabel DP	122								
9 Babuyan, Claro	5								
10 Dibay-Dilam	7								
Package 3 - Aurora/Quezon	2,886								
Per Plant									
1 Casiguran DP	1,862	Tank Truck		16	Brgy. Esteves, Casiguran, Aurora	660			Plantsite delivery
2 Palanan DP	308	Tank Truck (a)		14	Dingalan Pier/Baler Pier, Aurora	35			NPC Hauler to pick-up fuel at delivery point.
Per Lot - Quezon	718	Tank Truck (a)		14	Real Pier, Quezon				NPC Hauler to pick-up fuel at delivery point.
4 Jomalig DP	214								
5 Patnanungan DP	474								
6 Calatcot, Burdeos	28								

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.
(b*) Fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity Kliters	DELIVERY			Delivery Point/ Plant Location	Storage Tank Capacity Kliters	Minimum Inventory Kliters	Critical Inventory Kliters	REMARKS
		Mode	Pier Depth/Draft (min) meters	Minimum Vessel/TTruck Capacity Kliters					
DIESEL OIL									
LUZON									
Bicol Area									
Package 7 - Camarines Sur	831	Tank Truck (a)		14	Pasacao Pier, Camarines Sur / Pio Duran or Pantao, Libon, Albay				NPC Hauler to pick-up fuel at delivery point.
Per Lot - Burias									
1 San Pascual DP	500								
Mini-Grid Burias	331								
2 Dangcalan DP	41								
3 Malaking Itog DP	73								
4 Mababang Baybay DP	51								
5 Osmeña DP	67								
6 Peñafrancia DP	49								
7 Quezon DP	50								

NOTES :

(a) Fuel cargo shall be transferred to drums at delivery point.

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity Kliters	DELIVERY			Delivery Point/ Plant Location	Storage Tank Capacity Kliters	Minimum Inventory Kliters	Critical Inventory Kliters	REMARKS
		Mode	Pier Depth/Draft (min) meters	Minimum Vessel/Truck Capacity Kliters					
DIESEL OIL									
LUZON									
Palawan Area									
Package 11 - Southern Palawan	3,425								
Per Plant									
1 Rizal DP	703	Tank Truck		20	Brgy. Punta Baja, Rizal, Palawan	60			Plansite delivery
Per Lot - Cuyo	2,163	Tank Truck / Pipeline (b/c)		20	Any Pier or Depot in Manila Bay, Bataan, Batangas Province and Subic Bay (except SBMA)	318			NPC Hauler to pick-up fuel at delivery point.
2 Cuyo DP	1,749								
3 Cagayancillo DP	173								
4 Agutaya DP	190								
5 Bisucay DP	48								
6 Macaracao	3								
Per Lot - Balabac	559	Tank Truck (a)		20	Brooke's Point S/S, Palawan	15			NPC Hauler to pick-up fuel at delivery point
7 Balabac DP	226								
Mini-Grid Balabac	333								
8 Mangsee DP	220								
9 Bancalaan 1 DP	70								
10 Brgy. Bancalaan 2, Balabac	29								
11 Ramos Balabac	14								

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.
(b) For Tank Truck mode of delivery, fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.
(c) For pipeline mode of delivery, fuel shall be withdrawn from Supplier's Refinery, Terminal or Depot via pipeline transfer to NPC Hauler's barge or tanker.

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity Kiloliters	DELIVERY			Delivery Point/ Plant Location	Storage Tank Capacity Kiloliters	Minimum Inventory Kiloliters	Critical Inventory Kiloliters	REMARKS
		Mode	Pier Depth/Draft (min) meters	Minimum Vessel/Truck Capacity Kiloliters					
DIESEL OIL									
MINDANAO									
Eastern Mindanao									
Package 20 - Davao / General Santos	890								
Per Plant									
1 Talicud DP	456	Tank Truck (a)		14	Davao City Pier	45			NPC Hauler to pick-up fuel at delivery point
Per Lot - General Santos	434	Tank Truck (a)		14	Gen. Santos Pier				NPC Hauler to pick-up fuel at delivery point
1 Balut DP	378								
2 Sarangani Island	56								

NOTES :

(a) Fuel cargo shall be transferred to drums at delivery point.

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity Kiloliters	DELIVERY			Delivery Point/ Plant Location	Storage Tank Capacity Kiloliters	Minimum Inventory Kiloliters	Critical Inventory Kiloliters	REMARKS
		Mode	Pier Depth/Draft (min) meters	Minimum Vessel/TTruck Capacity Kiloliters					
DIESEL OIL									
MINDANAO									
Western Mindaniso									
Package 21 - Cagayan de Tawi-tawi	886	Tank Truck (a)		14	Zamboanga City Pier				NPC Hauler to pick-up fuel at delivery point
Per Lot - Cagayan de Tawi-Tawi									
1 Mapun DP	854								
2 Taganak, Turtle Is.	32								

NOTE :

(a) To be transferred to drums at delivery point

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

***(PART III –SCHEDULE OF MONTHLY
FUEL REQUIREMENTS)***

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (In Kiloliters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DIESEL OIL														
LUZON														
North Luzon/Marinduque/Quezon Areas														
Package 1 - North Luzon														
Per Plant														
1 Kabugao DP	Tank Truck			35	36	36	35	34	34	34	34	34	35	347
2 Maconacon DP	Tank Truck (a)			19	20	19	18	18	18	18	18	18	19	185
Per Lot - Batanes	Tank Truck (b*)			281	282	282	280	281	281	280	281	280	281	2,809
3 Basco DP														
4 Sabtang DP														
5 Itbayat DP														
Per Lot - Cagayan	Tank Truck (a)			60	60	60	60	60	60	60	60	59	60	599
6 Calayan DP														
4 Balatubat DP														
5 Minabel DP														
4 Babuyan, Claro														
5 Dibay-Dilam														
Package 3 - Aurora/Quezon														
Per Plant														
1 Casiguran DP	Tank Truck			186	187	187	186	186	186	186	186	186	186	1,862
2 Palanan DP	Tank Truck (a)			31	32	31	31	31	31	30	30	30	31	308
Per Lot - Quezon	Tank Truck (a)			72	72	72	72	71	71	71	71	72	72	716
4 Jomalig DP														
5 Patnanungan DP														
6 Calutcot, Burdeos														

NOTES:

- (a) Fuel cargo shall be transferred to drums at delivery point.
(b*) Fuel cargo shall be transferred to NPC Hauler's navy cubes, barge or tanker at delivery point.

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (in Kiloliters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DIESEL OIL														
LUZON														
Bicol Area														
Package 7 - Camarines Sur	Tank Truck (a)			83	84	83	83	83	83	83	83	83	83	831
1 San Pascual DP														
2 Dangcalan DP														
3 Malaking Ilog DP														
4 Mababang Baybay DP														
5 Osmeña DP														
6 Peñafrancia DP														
7 Quezon DP														

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.
(b) Fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (In Kiloliters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DIESEL OIL														
LUZON														
Palawan Area														
Package 11 - Southern Palawan														
Per Plant														
1 Rizal DP	Tank Truck			71	71	71	70	70	70	70	70	70	70	703
Per Lot - Cuyo	Tank Truck / Pipeline (b/c)			217	217	217	216	216	216	216	216	216	216	2,163
2 Cuyo DP														
3 Cagayancillo DP														
4 Agutaya DP														
5 Bisucay DP														
6 Macarao														
Per Lot - Balabac	Tank Truck (a)			56	57	57	56	56	56	55	55	55	56	559
7 Balabac DP														
8 Mangsee DP														
9 Bancalaan 1 DP														
10 Brgy. Bancalaan 2, Balabac														
11 Ramos Balabac														

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.
- (b) For Tank Truck mode of delivery, fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.
- (c) For pipeline mode of delivery, fuel shall be withdrawn from Supplier's Refinery, Terminal or Depot via pipeline transfer to NPC Hauler's barge or tanker.

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (In Kliters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DIESEL OIL														
MINDANAO														
Eastern Mindanao														
Package 20 - Davao / General Santos														
Per Plant														
1 Talicud DP	Tank Truck (a)			46	47	47	45	45	45	45	45	45	46	458
Per Lot - General Santos	Tank Truck (a)			44	44	44	43	43	43	43	43	43	44	434
2 Balut DP														
3 Sarangani Island														

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.
- (b) Fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.

BID DOCUMENTS
SECTION VII - SCHEDULE OF REQUIREMENTS
PART III - SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO
SPUG POWER PLANTS AND BARGES FOR CY 2022
PR NO. HO-FMG22-001-PB3

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (in Kiloliters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DIESEL OIL														
MINDANAO														
Western Mindanao														
Package 21 - Cagayan de Tawi-tawi	Tank Truck (a)			90	90	90	88	88	88	88	88	88	88	888
Per Lot - Cagayan de Tawi-Tawi														
1 Mapun DP														
2 Taganak, Turtle Is.														

NOTE :

(a) Fuel cargo shall be transferred to drums at delivery point.

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

***(PART IV – BID PRICE PROPOSAL
FORM)***

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES

Schedule I - Diesel Oil

PLANT NAME	Quantity Kliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid PhP/Liter	Discount PhP/Liter	Biofuel Cost PhP/Liter	Fuel Marking Fee PhP/Liter	Excise Tax PhP/Liter	Delivery Cost PhP/Liter	E-VAT (12%) PhP/Liter	Delivered Price PhP/Liter	Total Contract Price PhPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
DIESEL OIL														
LUZON														
North Luzon/Marinduque/Quezon Areas														
Package 1 - North Luzon	3,940													
Per Plant														
1 Kabugao DP	347	DO	Tank Truck						0.06146	6.0000				
2 Maconacon DP	185	DO	Tank Truck (a)						0.06146	6.0000				
Per Lot - Batanes	2,809	DO	Tank Truck (b*)						0.06146	6.0000				
3 Basco DP														
4 Sabtang DP														
5 Itbayat DP														
Per Lot - Cagayan	599	DO	Tank Truck (a)						0.06146	6.0000				
6 Calayan DP														
4 Balatubat DP														
5 Minabel DP														
4 Babuyan, Claro														
5 Dibay-Dilam														

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES
Schedule I - Diesel Oil

PLANT NAME	Quantity Kiloliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid Php/Liter	Discount Php/Liter	Biofuel Cost Php/Liter	Fuel Marking Fee Php/Liter	Excise Tax Php/Liter	Delivery Cost Php/Liter	E-VAT (12%) Php/Liter	Delivered Price Php/Liter	Total Contract Price PhpPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
DIESEL OIL														
LUZON														
North Luzon/Marinduque/Quezon Areas														
Package 3 - Aurora/Quezon	2,886													
Per Plant														
1 Casiguran DP	1,862	DO	Tank Truck						0.06148	6.0000				
2 Palanan DP	308	DO	Tank Truck (a)						0.06148	6.0000				
Per Lot - Quezon	716	DO	Tank Truck (a)						0.06148	6.0000				
4 Jomalig DP														
5 Patnanungan DP														
6 Calitcot, Burdeos														

NOTES (Letters refer to the column above):

(a) To be transferred to drums at delivery point.

E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.

F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II - Table of Delivery Points for Bidding.

Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.

G - Bid as submitted by the Bidder.

H - Discount refers to the total deductions given by the prospective supplier.

I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.

J - Fuel Marking Fee pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = Php 0.06884 / liter (VAT inclusive)

K - Excise Tax pursuant R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.

M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 16-2005.

E-VAT = $[(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost}] \times 0.12$ [Note: Round off to four (4) decimal places]

N - Delivered Price = $(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + \text{E-VAT}$. [Note: Round off to four (4) decimal places]

O - Total Contract Price, Pesos = Delivered Price x Quantity [Note: Round off to zero (0) decimal places]

The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright.

Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

Signature over Printed Name
Authorized Representative

Company Name

Date

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES
Schedule I - Diesel Oil

PLANT NAME	Quantity Kiloliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid Php/Liter	Discount Php/Liter	Biofuel Cost Php/Liter	Fuel Marking Fee Php/Liter	Excise Tax Php/Liter	Delivery Cost Php/Liter	E-VAT (12%) Php/Liter	Delivered Price Php/Liter	Total Contract Price PhpPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
DIESEL OIL														
LUZON														
Bicol Area														
Package 7 - Camarines Sur	831	DO	Tank Truck (a)						0.06148	6.0000				
1 San Pascual DP														
2 Dangcalan DP														
3 Malaking Ilog DP														
4 Mababang Baybay DP														
5 Osmenia DP														
6 Peñafrancia DP														
7 Quezon DP														

NOTES (Letters refer to the column above):

(a) Fuel cargo to be transferred to drums at delivery point.

E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.

F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II -Table of Delivery Points for Bidding.

Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.

G - Bid as submitted by the Bidder.

H - Discount refers to the total deductions given by the prospective supplier.

I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.

J - Fuel Marking Fee pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = Php 0.06884 / liter (VAT inclusive)

K - Excise Tax pursuant R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.

M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 18-2005.

E-VAT = [(0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost] x 0.12 [Note: Round off to four (4) decimal places]

N - Delivered Price = (0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost + E-VAT. [Note: Round off to four (4) decimal places]

O - Total Contract Price, Pesos = Delivered Price x Quantity [Note: Round off to zero (0) decimal places]

The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright.

Bidders are required to submit bids to all the power plants/barges under the packages. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

Signature over Printed Name
Authorized Representative

Company Name

Date

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES
Schedule I - Diesel Oil

PLANT NAME	Quantity Kiloliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid Php/Liter	Discount Php/Liter	Biofuel Cost Php/Liter	Fuel Marking Fee Php/Liter	Excise Tax Php/Liter	Delivery Cost Php/Liter	E-VAT (12%) Php/Liter	Delivered Price Php/Liter	Total Contract Price PhpPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
DIESEL OIL														
LUZON														
Palawan Area														
Package 11 - Southern Palawan	3,425													
Per Plant														
1 Rizal DP	703	DO	Tank Truck						0.06146	6.0000				
Per Lot - Cuyo	2,163	DO	Tank Truck / Pipeline (b/c)						0.06146	6.0000				
2 Cuyo DP														
3 Cagayancillo DP														
4 Agutaya DP														
5 Bisucay DP														
6 Macaracao														
Per Lot - Balabac	559	DO	Tank Truck (a)						0.06146	6.0000				
7 Balabac DP														
Mini-Grid Balabac														
8 Mangsee DP														
9 Bancalaan 1 DP														
10 Brgy. Bancalaan 2, Balabac														
11 Ramos Balabac														

NOTES (Letters refer to the column above):

E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.

F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II - Table of Delivery Points for Bidding.

Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.

G - Bid as submitted by the Bidder.

H - Discount refers to the total deductions given by the prospective supplier.

I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.

J - Fuel Marking Fee pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = PHP 0.06884 / liter (VAT inclusive)

K - Excise Tax pursuant to R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.

M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 16-2005.

E-VAT = [(0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost] x 0.12 [Note: Round off to four (4) decimal places]

N - Delivered Price = (0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost + E-VAT. [Note: Round off to four (4) decimal places]

O - Total Contract Price, Pesos = Delivered Price x Quantity [Note: Round off to zero (0) decimal places]

The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright.

Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

(a) To be transferred to drums at delivery point.

(b) For Tank Truck mode of delivery, fuel cargo shall be transferred to NPC hauler's barge/tanker at delivery point

(c) For Pipelining mode of delivery, fuel shall be withdrawn from Supplier's Depot via pipeline transfer to NPC hauler's barge/tanker.

Signature over Printed Name
Authorized Representative

Company Name

Date

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES
Schedule I - Diesel Oil

PLANT NAME	Quantity Kiloliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid Php/Liter	Discount Php/Liter	Biofuel Cost Php/Liter	Fuel Marking Fee Php/Liter	Excise Tax Php/Liter	Delivery Cost Php/Liter	E-VAT (12%) Php/Liter	Delivered Price Php/Liter	Total Contract Price PhpPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
DIESEL OIL														
MINDANAO														
Eastern Mindanao														
Package 20 - Davao / General Santos	890													
Per Plant														
1 Talicud DP	456	DO	Tank Truck (a)						0.06148	6.0000				
Per Lot - General Santos	434	DO	Tank Truck (a)						0.06148	6.0000				
2 Balut DP														
3 Sarangani Island														

NOTES (Letters refer to the column above):

E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.

F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II -Table of Delivery Points for Bidding.

Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.

G - Bid as submitted by the Bidder.

H - Discount refers to the total deductions given by the prospective supplier.

I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.

J - Fuel Marking Fee pursuant to DOF-BIR-SOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = Php 0.06884 / liter (VAT Inclusive)

K - Excise Tax pursuant R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.

M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 16-2005.

$E-VAT = [(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost}] \times 0.12$ [Note: Round off to four (4) decimal places]

$N - \text{Delivered Price} = (0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + E-VAT$. [Note: Round off to four (4) decimal places]

$O - \text{Total Contract Price, Pesos} = \text{Delivered Price} \times \text{Quantity}$ [Note: Round off to zero (0) decimal places]

The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright.

Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

(a) To be transferred to drums at delivery point.

Signature over Printed Name
Authorized Representative

Company Name

Date

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES
Schedule I - Diesel Oil

PLANT NAME	Quantity Kiloliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid Php/Liter	Discount Php/Liter	Biofuel Cost Php/Liter	Fuel Marking Fee Php/Liter	Excise Tax Php/Liter	Delivery Cost Php/Liter	E-VAT (12%) Php/Liter	Delivered Price Php/Liter	Total Contract Price PhpPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
DIESEL OIL														
MINDANAO														
Western Mindanao														
Package 21 - Cagayan de Tawi-tawi	888	DO	Tank Truck (a)						0.06148	8.0000				
1 Mapun DP														
2 Taganak, Turtle Is.														

NOTES (Letters refer to the column above):

E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.

(a) To be transferred to drums at delivery point.

F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II -Table of Delivery Points for Bidding.

Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.

G - Bid as submitted by the Bidder.

H - Discount refers to the total deductions given by the prospective supplier.

I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.

J - Fuel Marking Fee pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = Php 0.06884 / liter (VAT inclusive)

K - Excise Tax pursuant R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.

M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 18-2005.

E-VAT = $[(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost}] \times 0.12$ [Note: Round off to four (4) decimal places]

N - Delivered Price = $(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + \text{E-VAT}$. [Note: Round off to four (4) decimal places]

O - Total Contract Price, Pesos = Delivered Price x Quantity [Note: Round off to zero (0) decimal places]

The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright.

Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

Signature over Printed Name
Authorized Representative

Company Name

Date

SECTION VII

**SCHEDULE OF
REQUIREMENTS**

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

**NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID SECURITY REQUIREMENT**

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity KLiters	Approved Budget for Contract (ABC) Pesos	BID SECURITY	
			(a) 2.0 percent Pesos	(b) 5.0 percent Pesos
DIESEL OIL				
LUZON				
North Luzon/Marinduque/Quezon Areas				
Package 1 - North Luzon	3,940	191,171,092	3,823,421.84	9,558,554.60
Per Plant				
1 Kabugao DP				
2 Maconacon DP				
Per Lot - Batanes				
3 Basco DP				
4 Sabtang DP				
5 Itbayat DP				
Per Lot - Cagayan				
6 Calayan DP				
4 Bafatubat DP				
5 Minabel DP				
4 Babuyan, Claro				
5 Dibay-Dilam				
Package 3 - Aurora/Quezon	2,886	144,176,547	2,883,530.94	7,208,827.35
Per Plant				
1 Casiguran DP				
2 Palanan DP				
Per Lot - Quezon				
4 Jomalig DP				
5 Patnanungan DP				
6 Calutcot, Burdeos				

NOTES:

- (a) Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft, Bank Guarantee or Irrevocable Letter of Credit.
(b) Surety Bond

**NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID SECURITY REQUIREMENT**

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity KLiters	Approved Budget for Contract (ABC) Pesos	BID SECURITY	
			(a) 2.0 percent Pesos	(b) 5.0 percent Pesos
DIESEL OIL				
LUZON				
Bicol Area				
Package 7 - Camarines Sur	831	42,215,218	844,304.36	2,110,760.90
1 San Pascual DP				
Mini-Grid Burias				
2 Dangcalan DP				
3 Malaking Ilog DP				
4 Mababang Baybay DP				
5 Osmeña DP				
6 Peñafrancia DP				
7 Quezon DP				

NOTES:

- (a) Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft, Bank Guarantee or Irrevocable Letter of Credit.
(b) Surety Bond

**NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID SECURITY REQUIREMENT**

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity KLiters	Approved Budget for Contract (ABC) Pesos	BID SECURITY	
			(a) 2.0 percent Pesos	(b) 5.0 percent Pesos
DIESEL OIL				
LUZON				
Palawan Area				
Package 11 - Southern Palawan	3,425	164,975,981	3,299,519.62	8,248,799.05
Per Plant				
1 <i>Rizal DP</i>				
Per Lot - Cuyo				
2 <i>Cuyo DP</i>				
3 <i>Cagayancillo DP</i>				
4 <i>Agutaya DP</i>				
5 <i>Bisucay DP</i>				
6 <i>Macaraneo</i>				
Per Lot - Balabac				
7 <i>Balabac DP</i>				
8 <i>Mangsee DP</i>				
9 <i>Bancalaan 1 DP</i>				
10 <i>Brgy. Bancalaan 2, Balabac</i>				
11 <i>Ramos Balabac</i>				

NOTES:

(a) Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft, Bank Guarantee or Irrevocable Letter of Credit.

(b) Surety Bond

**NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID SECURITY REQUIREMENT**

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity KLiters	Approved Budget for Contract (ABC) Pesos	BID SECURITY	
			(a) 2.0 percent Pesos	(b) 5.0 percent Pesos
DIESEL OIL				
MINDANAO				
Eastern Mindanao				
Package 20 - Davao / General Santos	890	47,082,395	941,647.90	2,354,119.75
Per Plant				
1 Talicud DP				
Per Lot - General Santos				
2 Balut DP				
3 Sarangani Island				

NOTES:

- (a) Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft, Bank Guarantee or Irrevocable Letter of Credit.
(b) Surety Bond

**NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR JANUARY TO DECEMBER 2022
BID SECURITY REQUIREMENT**

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity KLiters	Approved Budget for Contract (ABC) Pesos	BID SECURITY	
			(a) 2.0 percent Pesos	(b) 5.0 percent Pesos
DIESEL OIL				
MINDANAO				
Western Mindanao				
Package 21 - Cagayan de Tawi-tawi	886	42,833,582	856,671.64	2,141,679.10
1 Mapun DP				
2 Taganak, Turtle Is.				

NOTES:

- (a) Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft , Bank Guarantee or Irrevocable Letter of Credit.
(b) Surety Bond

SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

TABLE OF CONTENTS

NPCSF-GOODS-01	- Checklist of Technical and Financial Envelope Requirements for Bidders
NPCSF-GOODS-02	- List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started
NPCSF-GOODS-03	- Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid
NPCSF-GOODS-04	- Computation of Net Financial Contracting Capacity (NFCC)
NPCSF-GOODS-05	- Joint Venture Agreement
NPCSF-GOODS-06a	- Form of Bid Security : Bank Guarantee
NPCSF-GOODS-06b	- Form of Bid Security : Surety Bond
NPCSF-GOODS-06c	- Bid Securing Declaration Form
NPCSF-GOODS-07	- Omnibus Sworn Statement (Revised)
NPCSF-GOODS-08	- Bid Letter
NPCSF-GOODS-09	- Letter of Guarantee
Sample Form 01	- Bank Guarantee Form for Advance Payment
Sample Form 02	- Certification from DTI as Domestic Bidder
Sample Form 03	- Certificate of International Law of Reciprocity

Standard Form No: NPCSF-GOODS-01

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

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

OR:

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

OR:

- A combination thereof
- Statement of maximum of ten (10) 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*). Bidder must prioritize to declare ongoing contracts with NPC, and to its energy family (e.g. PSALM, DOE and Transco), if any.
- The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (*NPCSF-GOODS-03*) complete with the following supporting documents:
 1. Contract/Purchase Order
 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

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

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

Standard Form No: NPCSF-GOODS-01

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

2. Technical Documents

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

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

- Complete eligibility documents of the proposed subcontractor, if any
- Letter of Guarantee (NPCSF-GOODS-09)

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

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

CONDITIONS:

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

These documents shall be accompanied by a Sworn Statement in a form prescribed by the 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 StartedBusiness 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 maximum of ten (10) 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. Bidder must prioritize to declare on-going contracts with NPC and to its energy family (e.g. PSALM, DOE, and Transco), if any. 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 Contract/Purchase Order and any of the following: Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice for the contract stated above shall be submitted during Bid Opening.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT**KNOW ALL MEN BY THESE PRESENTS:**

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

- and -

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

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

NAME OF PROJECT**CONTRACT AMOUNT**

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1.	P _____
2.	P _____

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____

2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

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 AND DELIVERY OF OIL-BASED FUEL TO SPUG POWER PLANTS AND
BARGES FOR CY 2022
PR NO. HO-FMG22-001-PB3

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

I/We¹, the undersigned, declare that:

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

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

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

[Jurat]

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

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

Standard Form No: NPCSF-GOODS-07

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

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

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

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

6. [Select one, delete the rest:]

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

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

SECTION VIII – BIDDING FORMS

Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*_____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform SUPPLY AND DELIVERY OF OIL-BASED FUEL TO SPUG POWER PLANTS AND BARGES FOR CY 2022 (PR NO. HO-FMG22-001-PB3) in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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

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

*[name and signature of authorized signatory]*_____
[in the capacity of]

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

Standard Form No. NPCSF-GOODS-09

(Bidder's Letterhead)

Date

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

SUBJECT: Letter of Guarantee

Gentlemen:

We hereby guarantee to provide oil-based fuel to the following Project Site/Lot(s) as follows:

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

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

Very truly yours,

(Name & Signature)
(Designation)

Doc. No. _____
Page No. _____
Book No. _____
Series of 20

Sample Form - 01

Bank Guarantee Form for Advance Payment

(This Form is Not Applicable)

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

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the Advance Payment Provision, Clause 11 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]

Sample Form - 02

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

Sample Form - 02

CERTIFICATION AS A DOMESTIC ENTITY

This is to certify that based on the records of this office, (Name of individual, partnership, corporations or cooperative) is a duly registered (Specify) on _____ for _____ years.

This further certifies that (Name of Person/Entity) is a Domestic Entity pursuant to the provisions of the revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as “The Government Procurement Reform Act” having satisfied the following requirements:

- An individual or sole proprietor who is a citizen of the Philippines; or
- A partnership, corporation, cooperative or association with at least seventy five percent (75%) of interest or outstanding capital stock belonging to citizens of the Philippines;
- Habitually established in business and habitually engaged in the manufacture or sale of the merchandise of (Specify the merchandise); and
- The business has been in existence for at least five (5) consecutive years since _____.

This certification is issued upon the request of (Name of Person/Entity) in connection with its 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

Agency

Sample Form - 03

Certification, Re: International Law of Principle of Reciprocity

CERTIFICATION

We certify that _____ Government grants to Filipino citizen the right to engage in and conduct business in _____ without restriction as regards ownership or equity requirements.

This certification is issued in accordance with the international law principle of reciprocity and to enable _____ to participate in the National Power Corporation (NPC) tender process for its oil-based fuel requirements without any restriction on ownership or equity requirements.

Issued this ____ day of _____, 20____.

(Embassy of Bidder's Country) Embassy