



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

## **BID DOCUMENTS**

**Name of Project :** OPERATION AND MAINTENANCE (O/M) OF NPC  
TUGBOAT NO. 1 INCLUDING LABOR AND  
MATERIALS FOR ONE (1) YEAR

**Project Location :** Barrio Obrero, Iloilo City

**Specification No. :** VisP23Z1648So

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Design and Development Department



# SECTION I

# INVITATION TO BID



# National Power Corporation

## INVITATION TO BID

### PUBLIC BIDDING – BCS 2024-0079

- The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2024 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
S2-VOD24-005 / PB240222-NA  Operation and Maintenance (O/M) of NPC Tugboat No. 1 Including Labor and Materials for One (1) Year	Operation and Maintenance of Tugboats and other sea crafts with minimum gross tonnage of 265 Tons	08 February 2024 9:30 A.M.	22 February 2024 9:30 A.M.	₱ 6,000,000.00 / ₱ 10,000.00
<b>Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City</b>				

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

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
S2-VOD24-005	One (1) Year	Five (5) Years

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

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

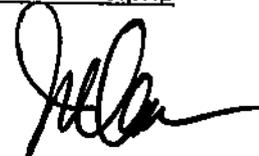
- Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
- A complete set of Bidding Documents may be acquired by interested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

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

**Bids and Contracts Services Division,  
Logistics Department**  
Gabriel Y. Itchon Building  
Senator Miriam P. Defensor-Santiago Ave. (formerly BIR Road)  
Cor. Quezon Ave., Diliman, Quezon City, 1100  
Tel Nos.: Tel Nos.: 8921-3541 local 5564/5713  
Email: [bcسد@napocor.gov.ph](mailto:bcسد@napocor.gov.ph) /

12. You may visit the following websites:

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



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

## **SECTION II**

# **INSTRUCTION TO BIDDERS**

## SECTION II – INSTRUCTIONS TO BIDDERS

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## SECTION II – INSTRUCTIONS TO BIDDERS

### 1. Scope of Bid

The National Power Corporation (NPC or NAPOCOR) wishes to receive Bids for the **OPERATION AND MAINTENANCE (O/M) OF NPC TUGBOAT NO. 1 INCLUDING LABOR AND MATERIALS FOR ONE (1) YEAR**, with identification number **VisP23Z1648So**.

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

### 2. Funding Information

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

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

### 3. Bidding Requirements

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

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

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

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

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

### 5. Eligible Bidders

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

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

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

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

## 6. Origin of Goods

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

## 7. Subcontracts

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

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

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

## 8. Pre-Bid Conference

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

## 9. Clarification and Amendment of Bidding Documents

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

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

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 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 Two (2) copies of the first and second components of its Bid, marked **Original** and photocopy. Only the original copy will be read and considered for the bid.

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

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

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

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

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

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

## **SECTION III**

# **BID DATA SHEETS**

**SECTION III - BID DATA SHEET**

<b>ITB Clause</b>	
5.3	<p>For this purpose, similar contracts shall refer to the operation and maintenance of Tugboats and other sea crafts with minimum gross tonnage of 265 Tons.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	Subcontracting shall not be allowed for this particular procurement.
10.1	The prospective bidder shall submit a valid and updated Certificate of PhilGEPs Registration under Platinum Membership (all pages including the Annex A of the said Certificate). <b>Non-compliance shall be a ground for disqualification.</b>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during <b>Post-Qualification</b>:</p> <ol style="list-style-type: none"> <li>1. Contract/Purchase Order and/or Notice of Award</li> <li>2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date</li> </ol> <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during <b>Bid Opening</b>:</p> <ol style="list-style-type: none"> <li>1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice</li> </ol> <p>Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes.</p>
10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> <li>1. Documents to be submitted with the Bid/Proposal as specified in Clause TS-8.0(a) of Section VI - Technical Specifications;</li> </ol>

12	The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <ul style="list-style-type: none"> <li>a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.</li> </ul>
15.0	<p>All bid submissions and related correspondences are confidential and for viewing only by the intended recipient/s. Any unauthorized access to review, reproduce, or disseminate the information contained therein is strictly prohibited. The National Power Corporation (NAPOCOR) does not guarantee the security of any information electronically transmitted.</p> <p>Bid submissions and related correspondences may contain personal and sensitive personal information, and are subject to the Data Privacy Act of 2012, its implementing rules, regulations and issuances of the National Privacy Commission of the Philippines ("Privacy Laws"). By viewing, using, storing, sharing and disposing (collectively "Processing"), such bids submissions and correspondences, you agree to comply with the Privacy Laws. By responding to correspondence, you consent to the Processing by NAPOCOR of the Personal Data contained in your submission/reply in accordance with NAPOCOR's Personal Data Privacy Policy which you can find at <a href="http://www.napocor.gov.ph">http://www.napocor.gov.ph</a>.</p> <p>To report any privacy issue, contact the Data Privacy Officer at <a href="mailto:dpo@napocor.gov.ph">dpo@napocor.gov.ph</a>.</p> <p>NAPOCOR is not liable for the proper and complete transmission of the information contained in bid submission/correspondences nor for any delay in its receipt.</p>
19.3	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p>
19.5	If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.

20.1	<p>Additional documents to be submitted during Post-Qualification:</p> <ul style="list-style-type: none"> <li>a. Class A – Eligibility Documents listed on the Annex A of Certificate of PhilGEPs Registration under Platinum Membership pursuant to Section 34.3 of the Revised IRR of R.A. 9184</li> <li>b. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government &amp; Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02);</li> <li>c. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02;</li> <li>d. Contract/Purchase Order for the contract stated in the Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03)</li> </ul>
20.2	The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
21.2	Notice to Proceed.

## **SECTION IV**

# **GENERAL CONDITIONS OF CONTRACT**

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## SECTION IV – GENERAL CONDITIONS OF CONTRACT

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## SECTION IV – GENERAL CONDITIONS OF CONTRACT

### 1. Scope of Contract

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

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

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

### 2. Advance Payment and Terms of Payment

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

### 3. Performance Security

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

### 4. Inspection and Tests

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

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

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

## **5. Warranty**

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

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

## **6. Liability of the Supplier**

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

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

## **SECTION V**

# **SPECIAL CONDITIONS OF CONTRACT**

**SECTION V – SPECIAL CONDITIONS OF CONTRACT**

GCC Clause	
1	The contractor shall complete the required services specified in the Scope of Works within the contract period specified in the Technical Specifications from the commencement of the Contract.
2.2	Mode of Payment and Processing of Payment are specified in Clause 10 of Section VI – Technical Specifications.
3.2	<ol style="list-style-type: none"> <li>1. The following must be indicated in the performance bond to be posted by the Contractor:                             <ol style="list-style-type: none"> <li>i. Company Name</li> <li>ii. Correct amount of the Bond</li> <li>iii. Contract/Purchase Order Reference Number</li> <li>iv. Purpose of the Bond:                                      "To guarantee the faithful performance of the Principal's obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. &amp; Schedule/Purchase Order No.)</u> entered into by the parties."</li> </ol> </li> <li>2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project.</li> <li>3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC.</li> <li>4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:                             <ol style="list-style-type: none"> <li>i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein;</li> <li>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;</li> <li>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.</li> </ol> </li> </ol>
4	The inspections and tests that will be conducted are specified in the Technical Specifications.



**SECTION VI**

**TECHNICAL  
SPECIFICATIONS**

**(PART I – TECHNICAL  
SPECIFICATIONS)**

# Section VI - Technical Specifications

## PART I - TECHNICAL SPECIFICATIONS

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## **PART I - TECHNICAL SPECIFICATIONS**

### **TS-1.0 GENERAL**

This specification covers the technical requirements for the **SUPPLY OF MANPOWER/CREW, CONSUMABLE MATERIALS, EQUIPMENT/PARTS** (if not available on NPC stocks), **TOOLS AND OTHER INCIDENTALS** for all the works enumerated herein during the twelve (12) months contract period to operate and maintain NPC Tugboat no. 1.

The NPC Tugboat no. 1 shall be turned-over to the Contractor who shall be responsible to operate purposely to meet the towing requirements of NPC Power Barges, emergency hauling activities of various spare parts & fuel requirements of the land based power plants during critical periods, and other related services as requested by the NPC.

During the valid twelve (12) months contract period, the Contractor shall engage properly trained and experienced personnel that shall man, operate and properly maintain the NPC Tugboat no. 1 for 24 hrs a day, in accordance with the provisions as specified in Clause TS-2.0 Scope of Work.

During maintenance of the NPC Tugboat no. 1, all materials and equipment/parts to be used and incorporated into the vessel shall be new and unused whether supplies are to be provided by the NPC or Contractor. They shall be suitable for the intended purpose and shall comply with all applicable regulations, quality, and standards.

The Contractor shall accept full responsibility for his works including the general safety and security of the NPC Tugboat no. 1 and its crews; and secure necessary permits and licenses with the appropriate authorities to enable them to conduct the NPC Tugboat no. 1 operation and maintenance/repair.

The Contractor (Operator) shall take all reasonable care of NPC Tugboat no. 1 operation and maintenance/repair works within the contract period to prevent accidents and to act in accordance with all pertinent laws and regulations pertaining to the use, operation and maintenance/repair of the tugboat.

### **TS-2.0 SCOPE OF WORK**

The scope of work shall cover the supply of manpower/crew for twelve (12) months operation and maintenance/repair of the NPC Tugboat no. 1 including provision of equipment, materials, tools and other incidentals required to complete the work in accordance with the specification contained in this section.

The work shall include all and every work and service although not specifically mentioned herein but are required to fully complete the works for the safe and reliable operation and proper maintenance of the NPC Tugboat no. 1.

The works and services to be performed by the Contractor under this contract shall essentially consist of but not limited to the following:

1. Contractor shall operate and maintain the NPC Tugboat no. 1 for the period of twelve (12) months including the supply and supervision of twelve (12) MARINA qualified manpower/crew as follows:

**Deck Department**

**Engine Department**

- 1 - Tug Master
- 1 - Chief Officer
- 1 - Deck Officer
- 3 - Ratings

- 1 - Chief Engine Officer
- 1 - 2<sup>nd</sup> Engine Officer
- 1 - Engine Officer
- 3 - Ratings

The crew shall man the NPC Tugboat no. 1 for twenty-four (24) hours a day, seven (7) days a week on a shifting schedule. A weekly shifting schedule must be provided to NPC for monitoring purposes.

2. No repairs, replacement of parts, equipment and permanent improvements shall be made to the NPC Tugboat no. 1 without the written approval of NPC. Expenses incurred in authorized improvements shall be subject to the imposition of applicable sanctions and penalties by NPC.
3. All corrective maintenance and repair including supply of standard tools, except structural works (labor only) deemed necessary to avoid future downtime of the NPC Tugboat no. 1 shall be the responsibility of the Contractor. Said maintenance repair of the NPC Tugboat no. 1 shall be based on manufacturer's manual. Contractor shall abide by all instructions and recommendation of NPC relative to the safe operation and maintenance of the NPC Tugboat no. 1.
4. The cost of all spare parts, including equipment used to replace damaged/defective items as part of the maintenance and repair to ensure the operability and availability of the NPC Tugboat no. 1 shall be for the account of NPC. The spare parts and equipment to be used for replacement of damaged items for the repair and maintenance of the NPC Tugboat no. 1 shall be sourced from the existing stock of NPC.
5. Contractor shall provide the materials and consumables for housekeeping such as water, rags, detergents, paints, thinners, inhibitors and other cleaning materials in the maintenance and operation of the NPC Tugboat no. 1 which is attached hereto as **Schedule-1** (See Technical Data Sheets, page VI-TDS-1) and made an integral part of this contract.

In addition, the Contractor shall also provide beddings for the crew and administrative supplies for its use. Every delivery of the materials and consumables must be checked and accepted by authorized NPC representative prior to its use.



6. Contractor at their expense shall provide the NPC Tugboat no. 1 crew with working uniform and Safety Personnel Protection Equipment (SPPE). NPC Tugboat no. 1 crew shall wear their working uniform and appropriate SPPE on duty which is attached hereto as **Schedule-2** (See Technical Data Sheets, page VI-TDS-2) and made part of this contract.
7. The contractor shall be responsible for the implementation of safety rules and procedures in the NPC Tugboat no. 1. Any untoward incident resulting to injury or damage to people and property due to unsafe practices shall be for the account of the Contractor.

All NPC spare parts and equipment available at site shall be counted (inventory) by the NPC and Contractor representative before and after the contract period.

8. Contractor shall secure among others, at its own expense the timely submission of valid copies of the following documents required in maintaining the NPC Tugboat no. 1:
  - a) Coastwise License
  - b) Cargo Ship Safety Certificate, (CSSC)
  - c) Loadline Certificate
  - d) Certificate of compass error
  - e) All other requirements from MARINA and Philippine Coast Guard
9. Contractor shall provide NPC Tugboat no. 1 services within two (2) days upon receipt of written advice/order from NPC for the towing/movements of power barges and other related services that require the NPC Tugboat no. 1 such as, but not limited to the following: securing the power barges during typhoons/ emergency situations and deliveries of fuel and spare parts. Likewise, Contractor shall provide if necessary, NPC Tugboat no. 1 assistance at the Contractor's expense for the safe de-mooring and mooring of the NPC barges.
10. NPC may, at its discretion, commercially lease the NPC Tugboat no. 1 to private companies on per towing occasion.
11. NPC shall shoulder the expenses for the supply and delivery of fuel and lubricants needed for the use of the tugboat as mentioned in condition item no. 9.
12. The contractor shall submit a monthly status/operation report of the NPC Tugboat no. 1 to NPC in accordance with NPC's prescribed format including trouble report with root cause analysis. Trouble report shall be submitted within twenty-four (24) hours upon occurrence.
13. At the end of the Operations and Maintenance Contract, the Contractor shall return the NPC Tugboat no. 1 in good order and condition with due consideration to normal wear and tear and complete with all the accessories and appurtenances then existing as inventoried.
14. The contractor shall be made co-assured with NPC Tugboat no. 1 in the insurance to be procured with the Government Service Insurance System (GSIS). As co-assured, Contractor shall be qualified to a waiver of

subrogation absolving it from all possible liabilities arising from damage and/or loss of the NPC Tugboat no. 1 and barges.

15. Neither of the parties herein shall be held liable for damages or any claims arising from causes due to force majeure or fortuitous events. For purposes hereof, earthquake, storm, tidal wave or similar disturbances, volcanic eruption, continuous rain, flood, strike (except those held by any of the Contractor's employee), war, riot, civil commotion, act of government or other public authorities constitute force majeure events.

However, Contractor is obliged to undertake the repair of any damage to NPC Tugboat no. 1 including salvaging works within the capability brought about by force majeure. NPC shall reimburse all expenses incurred by Contractor by reason thereof excluding the minimum deductible provided under the marine insurance policies which shall be shouldered by the Contractor.

Should there be any damage and casualty during towing of barges and other navigational activities, deductible shall be for the account of Contractor as follows:

a. For the Barges	Hull (GSIS)	- Php. 600,000.00
	P & I	- Php. 600,000.00
b. For the Tugboats	Hull (GSIS)	- Php. 200,770.00
	P & I	- Php. 600,000.00

In the event that salvage works are beyond the capability of the Contractor, the Contractor in coordination with and approval by the NPC shall secure a third party salvaging Contractor.

**TS-3.0 CONTRACT PERIOD AND LOCATION**

The contract period shall be **one (1) year** reckoned from receipt of the Notice to Proceed.

After satisfactory completion of twelve (12) months contract period for operation and maintenance of the NPC Tugboat no. 1, the Contractor shall return the tugboat in good order and condition complete with accessories and appurtenances as turned-over by the NPC to the Contractor during the start of the Contract. The NPC Tugboat no. 1 mooring site shall be in Barrio Obrero, Iloilo City.

**TS-4.0 OPERATION AND MAINTENANCE REQUIREMENTS**

**TS-4.1 General**

The NPC Tugboat no. 1 operation shall be in accordance with the Contractor's standard practices/procedures and the tugboat maintenance/repair shall be based on manufacturer's manual and engineering standards and practices.

The requirement for the NPC Tugboat no. 1 operating crew shall be MARINA qualified and having experience for such positions for not less than three (3) years.



**TS-4.2 NPC Tugboat no. 1 Technical Data****Vessel Description**

Builder	President Marine (PTE) LTD
Year Built	1991
Hull No.	NB - 066
Hull Material	Steel

**Dimensions and Weight (Register)**

Length (Overall)	29 m
Breadth	8.598 m
Depth	4.108 m
Draft (max)	3.5 M
Gross Weight	263 tons
Net Weight	158.59 tons

**Engine Data**

Engine Make	Yanmar
No. of Cylinder	Six (6)
Cycle	Four (4)
Capacity	1,200 Hp
Quantity	Two (2)

**TS-5.0 PERFORMANCE REQUIREMENTS**

The Contractor shall satisfactorily meet the requirements specified in Clauses TS-2.0 SCOPE OF WORK & TS-4.0, OPERATION AND MAINTENANCE REQUIREMENTS and the Contractor shall maintain the seaworthiness of the vessel/tugboat until completion of the Contract.

**TS-6.0 TESTING**

Prior to the Contractor's turn-over of NPC Tugboat no. 1 to NPC at the end of contract period, the Contractor together with NPC authorized representative/s (witness) shall conduct the following to assure that NPC Tugboat no. 1 is still in order and in good condition:

- 1) Operational/running test of NPC Tugboat no. 1.
- 2) Vessel/NPC Tugboat no. 1 inspection/verification including inventory of all equipment, spare parts and/or components at site.

Turn-over Certificate shall be issued only by the NPC to the Contractor upon satisfactory completion of the above and submission of the complete documents as specified hereto in Clause TS-8.0 DOCUMENT TO BE SUBMITTED (item b).

**TS-7.0 SPARE PARTS**

The spare parts to be used in the maintenance of NPC Tugboat no. 1 shall be sourced from the existing stocks of NPC.

**TS-8.0 DOCUMENTS TO BE SUBMITTED**

- a) To be submitted with the bid/proposal for evaluation:
  - a.1 Completely filled-out Technical Data Sheets;
  - a.2 NPC Tugboat no. 1 Inspection Certificate to be signed by NPC's authorized personnel;
  - a.3 Proof and/or certification from MARINA that the Contractor is MARINA-registered for Operation and Maintenance of marine vessel/tugboat.
- b) To be submitted upon completion of Contract
  - b.1 Test and Inspection Results
  - b.2 Inventories Report

**TS-9.0 GUARANTEE**

The Contractor shall guarantee that he will repair and/or replace, at his own cost, all their supplied equipment/parts/components against defect in design, workmanship and materials for one (1) year after issuance of Acceptance Certificate by NPC.

**TS-10.0 MISCELLANEOUS****TS-10.1 Payment**

Payment for the services to be provided by the Contractor to NPC for the twelve (12) months contract shall be made on monthly equal payments inclusive of VAT. Payment shall be within thirty (30) days upon NPC's certification of satisfactory performance and Contractor's submission of monthly invoice, service reports and other supporting documents required by NPC.

Billings for the replacement equipment/ parts provided by the Contractor shall be in accordance with item 4 under Clause TS-2.0 SCOPE OF WORK contained in this Technical Specifications. Payment shall be supported by the following documents:

- a) Letter request to purchase from Contractor duly approved by NPC's authorized representative/end-user;
- b) Original copy of invoice; and
- c) Certificate of Acceptance from end-user.

# **SECTION VI**

# **TECHNICAL SPECIFICATIONS**

## **(PART II - TECHNICAL DATA SHEETS)**

## Section VI - Technical Specifications

### Part II - Technical Data Sheets

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1.0	Housekeeping Materials <b>(Schedule-1)</b>	TDS-1
2.0	Uniform/Personal Protective Equipment <b>(Schedule-2)</b>	TDS-2

---

Name of Firm	Name & Signature of Representative	Designation
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**PART II – TECHNICAL DATA SHEETS**

**OPERATION & MAINTENANCE OF NPC TUGBOAT #1**

**1.0 HOUSE KEEPING MATERIALS FOR TUGBOAT NO.1 (Schedule-1)**

DESCRIPTION	NPC REQUIREMENT	CONTRACTOR'S DATA
	Qty/Unit	Qty/Unit
1. Powder Soap	175 kgs.	
2. Muriatic Acid	4 gal.	
3. Nylon Brush	7 pcs.	
4. Rust Converter	4 gal.	
5. Rags	14 kgs.	
6. Steel Brush	10 pcs.	
7. Cross Pin Brush	8 pcs.	
8. Mop Head w/ Handle	5 pcs.	
9. Brooms	4 pcs.	
10. Greasolve	4 gal.	
11. Sand Paper	Various grit as needed	
12. Scraper	3 pcs.	
13. Nylon Brush w/ Handle	3 pcs.	
14. Door Mat	4 pcs.	
15. Paint (Red Oxide)	4 gal.	
16. Working Gloves	4 doz.	

**NOTE:**

- a) The above list of housekeeping materials shall be included in the Contractor's scope of supply.
- b) Minimum requirements but the Contractor shall provide/include the necessary/required materials during normal operation, maintenance and overhauling.

\_\_\_\_\_  
 Name of Firm                                      Name & Signature of Representative                                      Designation



**2.0 UNIFORM/PERSONAL PROTECTIVE EQUIPMENT (Schedule-2)**

DESCRIPTION	NPC REQUIREMENTS	CONTRACTOR'S DATA
	QUANTITY	QUANTITY
1. Cover All	12 pcs.	
2. Safety shoes (low cut, steel toe, non-slippery, oil resistant)	12 pcs.	
3. Hard Hat	12 pcs.	
4. Safety Ear Muffs	12 pcs.	
5. Safety Gloves	12 pcs.	

**NOTE:** The above list of uniform/personal protective equipment shall be included in the Contractor's scope of supply.

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

\_\_\_\_\_  
Name & Signature of Representative

\_\_\_\_\_  
Designation



## **SECTION VII**

# **SCHEDULE OF REQUIREMENTS**

## **(BID PRICE SCHEDULE)**



## **SECTION VIII**

# **BIDDING FORMS**

## SECTION VIII – BIDDING FORMS

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NPCSF-GOODS-04	- Computation of Net Financial Contracting Capacity (NFCC)
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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

Standard Form No: NPCSF-GOODS-01

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

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

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

- Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (*NPCSF-GOODS-02*)
- The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (*NPCSF-GOODS-03*) complete with the following supporting documents:

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

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

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

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

**b. (CLASS B)**

- For Joint Venture (if applicable), any of the following:

- Valid Joint Venture Agreement (*NPCSF-GOODS-05*)

**OR**

- Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract

**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**

Standard Form No: NPCSF-GOODS-01

- 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)

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

- Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08)
- Duly signed and completely filled-out Schedule of Requirement (Section VII) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.

**CONDITIONS:**

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

Standard Form Number: NPCSF-GOODS-02

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

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

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

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

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

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

Standard Form Number: NPCSF-GOODS-03

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

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

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

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

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

Standard Form Number: NPCSF-GOODS-04

**NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

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

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

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

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

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

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

Submitted by:

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

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

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

Standard Form Number: NPCSF-GOODS-05

**JOINT VENTURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

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

- and -

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

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

**NAME OF PROJECT**

**CONTRACT AMOUNT**

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1.	P
2.	P

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

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

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

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

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

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

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

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

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

**Witnesses**

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

**[Jurat]**

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

Standard Form Number: NPCSF-GOODS-06a

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

WHEREAS, *(Name of Bidder)* \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted his bid dated *(Date)* \_\_\_\_\_ for the *[name of project]* (hereinafter called “the Bid”).

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

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

Standard Form Number: NPCSF-GOODS-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**  
**OPERATION AND MAINTENANCE (O/M) OF NPC TUGBOAT NO. 1 INCLUDING LABOR AND MATERIALS FOR ONE (1) YEAR,**  
**VisP23Z1648So**

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

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

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

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

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

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

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

Standard Form No: NPCSF-GOODS-07

## Omnibus Sworn Statement (Revised)

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

Standard Form No: NPCSF-GOODS-08

**BID LETTER**

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

To: **THE PRESIDENT**  
National Power Corporation  
BIR Road cor. Quezon Ave.  
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 **OPERATION AND MAINTENANCE (O/M) OF NPC TUGBOAT NO. 1 INCLUDING LABOR AND MATERIALS FOR ONE (1) YEAR (VisP23Z1648So)** 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]*