

REPUBLIC OF THE PHILIPPINES NATIONAL POWER CORPORATION

(Pambansang Korporasyon sa Elektrisidad)

BID DOCUMENTS

Name of Project: SUPPLY OF LABOR, MATERIALS,

TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REHABILITATION/REPAIR OF POWER INTAKE SERVICE GATES OF AGUS 1 HEP

Project Location: AGUS 1 HEP, MARAWI CITY

PR Number : MA-A2M22-001

Contents : Volume 1 of 1

SECTION I - INVITATION TO BID

SECTION II - INSTRUCTION TO BIDDERS

SECTION III - BID DATA SHEETS

SECTION IV - GENERAL CONDITIONS OF THE CONTRACT SECTION V - SPECIAL CONDITIONS OF THE CONTRACT

SECTION VI - TECHNICAL SPECIFICATIONS

PART I - TECHNICAL SPECIFICATIONS

SECTION VII - BID PRICE SCHEDULE

SECTION VIII - BIDDING FORMS

SECTION IX - REFERENCE DRAWING

Design and Development Department



SECTION I

INVITATION TO BID



National Power Corporation INVITATION TO BID PUBLIC BIDDING – BCS 2022-0460

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
MA-A2M22-001 / PB220802-HG00288 Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates of Agus 1 HEP, Marawi City	Construction / installation, test and commissioning or rehabilitation, test and commissioning of power intake service gate for hydroelectric power plants	21 July 2022 9:30 A.M	02 August 2022 9:30 A.M	₽ 29,000,000.00 / ₽ 25,000.00
Venue: F	เลกิลo Function Room, I	NPC Bldg. Dilima	an, 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	
MA-A2M22-001	Ninety (90) Calendar Days	Fifteen (15) Years	

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

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

- 4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. <u>Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.</u>

6. The National Power Corporation will hold Pre-Bid Conference (see table above) and/or through video conferencing or webcasting which shall be open to prospective bidders.

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

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

Bids and Contracts Services Division, Logistics Department

BIR Road cor. Quezon Avenue

Diliman, Quezon City

Tel Nos.: 8924-5211 and 8921-3541 local 5361

Fax No.: 8922-1622

Email: bcsd@napocor.gov.ph / bcsd_napocor@yahoo.com

12. You may visit the following websites:

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

Vice President, Corporate Affairs Group and Chairman, Bids and Awards Committee

SECTION II

INSTRUCTIONS TO BIDDERS

SECTION II - INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

Claus	se No. Title	Page no.
1.	SCOPE OF BID	1
2.	FUNDING INFORMATION	1
3.	BIDDING REQUIREMENTS	1
4.	CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES	1
5.	ELIGIBLE BIDDERS	2
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 COMPONEN	итѕ 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	£
16.	DEADLINE FOR SUBMISSION OF BIDS	5
17.	OPENING AND PRELIMINARY EXAMINATION OF BIDS	£
18.	DOMESTIC PREFERENCE	5
19.	DETAILED EVALUATION AND COMPARISON OF BIDS	£
20.	Post-Qualification	6
21.	SIGNING OF THE CONTRACT	6



SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The National Power Corporation (NPC or NAPOCOR) wishes to receive Bids for the SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REHABILITATION/REPAIR OF POWER INTAKE SERVICE GATES OF AGUS 1 HEP, with identification number PR No MA-A2M22-001.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of P 29,000,000.00.
- 2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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



5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

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

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

6. Origin of Goods

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

7. Subcontracts

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

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

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



8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (NPCSF-GOODS-01 Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within Fifteen (15) Years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC) (NPCSF-GOODS-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02) shall comply with the documentary requirements specified in the BDS.

11. Documents comprising the Bid: Financial Component

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



12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

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



15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.



- 19.3. The descriptions of the lots or items shall be indicated in Section VI (Technical Specifications), although the ABCs of these lots or items are indicated in the 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

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



SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	· ·		
5.3	For this purpose, similar contracts shall refer to construction/installation, test and commissioning or rehabilitation, test and commissioning of power intake service gate for hydroelectric power plants.		
	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.		
1	It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.		
7.1	Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.		
10.4	The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:		
	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 The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid. The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:		
	Contract/Purchase Order		
	Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice		
	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.		
<u> </u>			

10.5	Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:		
	Data and Information to be submitted with the Proposal as specified in Clause TS-8.0(a) of Section VI - Technical Specifications;		
	2. Complete eligibility documents of the proposed sub-contractor, if any		
12	The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:		
	 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 together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.		
	Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.		
	The Bidders bid offer must be within the ABC of the lot.		
	Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.		
19.5	If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.		
20.1	Additional documents to be submitted during Post-Qualification:		
	 a. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02); 		
	 b. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02; 		
	c. Documents to be submitted during post-qualification process as specified in the Clause TS-8.0(b) of Section VI-Technical Specifications		
	Manufacturer's brochures, manuals and other supporting documents of equipment, materials, hardware and tools proposed by the bidders must comply with the technical specifications of such equipment, materials, hardware and tools. It shall be a ground for disqualification if the submitted		

SECTION III - BID DATA SHEET

PR NO. MA-A2M22-001

	brochures, manuals and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process.
	Equipment, materials, hardware and tools proposed by the winning bidder to be supplied, which were evaluated to be complying with the technical specifications, shall not be replaced and must be the same items to be delivered/installed/used during the contract implementation. Any proposed changes/replacement of said items may be allowed on meritorious reasons subject to validation and prior approval by NPC.
20.2	The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
21.2	Notice to Proceed.

SECTION IV

GENERAL CONDITIONS OF CONTRACT

SECTION IV - GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Clau	se No. Title	Page no.
1.	SCOPE OF CONTRACT	1
2.	ADVANCE PAYMENT AND TERMS OF PAYMENT	1
3.	PERFORMANCE SECURITY	1
4.	INSPECTION AND TESTS	
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 tRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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



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

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

5. Warranty

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

6. Liability of the Supplier

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

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



SECTION V

SPECIAL CONDITIONS OF CONTRACT



SECTION V - SPECIAL CONDITIONS OF CONTRACT

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



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

For purposes of this Clause the Procuring Entity's Representative at the Project Site is VP - Mindanao Generations.

Incidental Services -

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

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



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

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

Spare Parts -

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

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

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

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

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

Packaging -

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

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly



SECTION V - SPECIAL CONDITIONS OF CONTRACT

PR NO. MA-A2M22-001

provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

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

Transportation -

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

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

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

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



Intellectual Property Rights -

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

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

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

The terms of payment shall be as follows:

1) For Supply and Delivery Contracts:

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



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

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



payment and the remaining advance payment will be fully recouped from the succeeding claims.

- (c) On Acceptance: The remaining forty percent (40%) of the price of the delivered Goods shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents
- The following must be indicated in the performance bond to be posted by the Contractor:
 - 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."
 - The bond shall remain valid and effective until the duration of the contract (should be specific date reckoned from the contract effectivity) plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project.
 - 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC.
 - 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:
 - 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;



SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REHABILITATION/REPAIR OF POWER INTAKE SERVICE GATES OF AGUS 1 HEP

SECTION V - SPECIAL CONDITIONS OF CONTRACT

PR NO. MA-A2M22-001

	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.
4	The inspections and tests that will be conducted are specified in the Technical Specifications.



SECTION VI

TECHNICAL SPECIFICATIONS



SECTION VI TECHNICAL SPECIFICATIONS

PART I – TECHNICAL SPECIFICATIONS



PART I - TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

CLAUSE	ENO.	<u>PAGE NO.</u>
TS-1.0	GENERAL	1
TS-2.0	SCOPE OF WORK	
TS-3.0	CONTRACT PERIOD AND LOCATION	5
TS-4.0	TECHNICAL REQUIREMENTS	6
TS-5.0	EXPERIENCE OF MANUFACTURER/FABRICATOR	8
TS-6.0	PERFORMANCE REQUIREMENTS	8
TS-7.0	TESTING AND ACCEPTANCE CRITERIA	8
TS-8.0	DRAWINGS & DOCUMENTS TO BE SUBMITTED	9
TS-9.0	GUARANTEE	10
TS-10.0	REFERENCE DRAWINGS	10

SECTION VI - TECHNICAL SPECIFICATIONS

PART I - TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

This specification covers the technical requirements for the provision of manpower, equipment, tools, consumable materials, and other incidentals for the Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and other Incidental Expenses Necessary for the Rehabilitation/Repair of Three (3) Power Intake Service Gates of AGUS 1 HEP's Unit # 1.

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

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

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

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

TS-2.0 SCOPE OF WORK

The work shall include all and every work and service although not specifically detailed herein but are required to fully complete the scope of works for the safe and reliable operation of Three (3) Power Intake Service Gates of Agus 1 HEP's Unit # 1.

The works and services to be performed by the Supplier/Contractor under this contract shall be as follows:

 a. Conduct actual verification/inspection of Power Intake Service Gates at site purposely to have clear view and understanding with regards to the dam intake structures, equipment location, power source/connection, system interface, dimensions, etc.;

The Contractor shall take pictures before, during and after completion of works with corresponding dates.

Site-inspection certificate shall be secured signed by the Plant Manager or his/her representative.

Prior to work implementation and execution of works, the Contractor shall coordinate with the end user for further details.



- b. Lowering and Sealing of Bulkhead Gates
 - b.1 Transferring of lifting hook one at a time for each of the three (3) Bulkhead Gates:
 - b.2 Opening of top trash rack panels of Unit 1 for the diver to enter the Bulk Head Gates:
 - b.3 Sealing of Bulkhead Gates using estufa to prevent water leakage
- c. Rehabilitation of Unit 1's Gate 1 Power Intake Service Gate
 - c.1 Pulling out of Service Gate
 - Draining of Hydraulic Cylinder Oil
 - Detaching of Hydraulic Pipes (return, control and supply line)
 - Detaching of pilot valves
 - Dismantling of Steel Platform
 - Dismantling of Hydraulic Cylinder and pulling out using 25-Ton Telescopic Crane
 - Unbolting of Service Gate Head Cover and Pulling out using Telescopic Crane
 - Pulling-out of Intake Service Gate using Telescopic Crane
 - c.2 Rehabilitation/Reconditioning of Hydraulic Cylinder to satisfy the Equipment Function
 - Transporting of Hydraulic Cylinder to Contractor's Warehouse/Workshop
 - General reconditioning of Hydraulic Cylinder Hard Chrome Rods (HV850)
 - Restoration of Cylinder Honed Tubes
 - Replacement of all High Pressure Cylinder Rubber Seal Kits, Orings, Valve Seals and Packings
 - Modification of Cylinder for Air Vent Release
 - Upgrading of Cylinder to Intelligent Positioning Cylinder.
 - External Coat for the Parts:
 - Sand blasted by Sa 2.5 according to the Svensk Standard SIS 055900-1967 OR DIN 55928 or equivalent
 - Coat Sequence: 2 x Passivol (Universalgrund), 2 x Topol 100 (Top Coat)
 - Cylinder Pressure Test (280 bar)
 - Replacement of Hydraulic Pipe Return Line
 - Replacement of Pilot Check Valve / Cylinder Block
 - Application of Protection Coating on Piston Rod
 - Process: Galvanic Hard Chrome
 - Thickness: min. 30um
 - Hardness: HV 900-1100 kp/mm2



SECTION VI - TECHNICAL SPECIFICATIONS

Note: Technical Data of Hydraulic Cylinder

Tractive Force: 550 KN

Locking Charge by mean if gate-weight: 131 KN

- Lifting and Rising : 0.4m/mm

- Emergency Closure: 2.1 m/mm

- Working Pressure: 70 bar on piston rod side

- Test Pressure: 140 bar

- Supporting Welding Seams: 100% x-rayed

- Weight:

h.1. Cylinder : 3,300 kg h.2. Oil Filling : 600 kg Total : 3900 kg

c.3 Rehabilitation of Power Intake Service Gates

- Transportation of Power Intake Service Gate to Contractor's Warehouse/Workshop.
- Removal and replacement of Rubber Seal. Refer to TS-4.0 for detailed technical specifications
- Replacement of Self-Lubricating Roller Bearing (Hot Dip Galvanized Finished)
- Repairing of Guide Rollers, Piston Rod and Steel Surfaces including de-rusting of Steel Surfaces
- Repairing and sand blasting of gates prior to painting
- Application of anti-corrosive paints on Power Service Intake Gate
- Lubrication and greasing of various mechanical parts

c.4 Rehabilitation/ Repair of Gate Guide Rails and Seal Seats

- Thorough investigation of gate guide rails and seal seats
- De-rusting of steel surface
- Application of anti-corrosive paint to guide rails
- Clearing of seal seats

c.5 Repair of Intake Service Gate Head Cover

- Re-dusting of steel plates
- Application of anti-corrosion paint
- Replacement of rusted/damaged bolts

c.6 Installation of newly rehabilitated Intake Gate

- Transportation of Intake Gate from Contractor's Workshop to the site
- Lowering of Intake Gate using telescopic crane at the lower most part of the guide rail (close position of Intake Gate)
- Installation of temporary ladder at the vent area to access the bottom part of the Intake Gate to visualize the actual operation of the gate
- Conducting of eccentric investigation and actual inspection of gate rubber seal on close position
- Lifting of intake gates using telescopic crane to visualize if the rubber seal is fitted perfectly on the guide rails and seal sets



- If the rubber seal is detached from the service gates during the dry exercise, the gate must be sent back to Contractor's Workshop for rebabilitation
- c.7 Installation of Newly Rehabilitated Hydraulic Cylinder
 - Installation of repaired Intake head cover in preparation for hydraulic cylinder installation
 - Transport of Hydraulic Cylinder from Contractor's Workshop to the site
 - Lowering and installation of Hydraulic Cylinder using telescopic crane
 - Installation of new pilot valve
 - Installation of supply, return and control hydraulic pipe line
 - Installation of new mechanical gate Position Indicator
 - Refilling of hydraulic oil to Hydraulic Cylinder from Hydraulic Power Unit (HPU) at the Intake Control Room
 - Constant bleeding of pipe lines during refilling of hydraulic oil to eliminate air trap
- c.8 Reconditioning of Hydraulic Power Unit (HPU)
 - Conduction of overall investigation and testing on the functionality of HPU
 - Replacement of Hydraulic Component such as valves (directional, emergency, fast close), filter, motor and other necessary components
 - Re-tightening of pipes with oil leaks
 - Testing of Hydraulic Manifold Blocks, Valves and Fittings
- d. Supply of drums for hydraulic oil drained from Hydraulic Cylinder;
- e. Conduct thorough structural investigation (core bore and sampling analyses) of intake structure by experienced Civil/Structural Engineer Core:
- f. Conduct diving works to perform leakage control and provision of stop log sealing materials;
- g. Conduct actual verification/inspection of the existing power intake gates at site purposely to have clear view and understanding with regards to the Contractor's scope of works, equipment location, power source/connection, pipe route and tapping connection, and verification of dimensional requirements. Contractor's representative who shall conduct on-site inspection shall be technically knowledgeable on this project;
- h. Mobilization/De-mobilization:
- Provide 25 tons lifting equipment/mobile crane for the dismantling/dismounting/removal of hydraulic cylinders from power intake gates;



- j. Transport/hauling of all dismantled/removed electro-mechanical equipment/ components/parts and other waste materials in the area inside the plant site as designated by authorized NPC Plant personnel;
- Mount/anchor and install the rehabilitated/repaired power intake gates back to its location. Mounting bolts shall be included in the Supplier/Contractor's scope;
- Provide tools, equipment and materials/consumables i.e., power and instrument cables, flexible hose, and hydraulic oil necessary for system installation, operation and up to satisfactory completion of the work;
- m. Provide services of highly qualified and experienced technical personnel having expertise in the rehabilitation/repair of the power intake gates and associated auxiliaries, test and commissioning, as follows;
 - Project Supervisor
 - Professional Mechanical Engineer (PME)
 - Mechanical Engineer
 - Structural Engineer with minimum work experience
 - Electrical Engineer
 - Technician
 - Safety Officer
 - Welder (NCII)
 - Commercial Diver
 - Machinist
 - Painter
- n. Conduct training for plant personnel on technical, operation and proper operation & maintenance of the power intake gates and associated auxiliaries at site;
- Conduct test and commissioning of the power intake gates and associated auxiliaries including its control system;
- Corrosion protection and painting. All painting works must be supervised by a Certified Level 2 Painting Inspector.
- q. Clean-up of work areas after the completion of work covered by the contract;
- r. Other works and services as specified in the relevant specifications including those that are not specifically detailed herein but are required to fully complete and placing ready for the safe and reliable operation of the power intake gates; and

TS-3.0 CONTRACT PERIOD AND LOCATION

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

The supply of labor, materials, tools/equipment, consumables, supervision and other incidental expenses necessary for the rehabilitation/repair of power intake service gates for Agus 1 HEP's Unit # 1shall be at plant site in Marawi City.



SECTION VI - TECHNICAL SPECIFICATIONS

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

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

TS-4.0 TECHNICAL REQUIREMENTS

The component/ accessories of the existing three (3) Power Intake Service Gates shall have the following technical data for the Contractor/ Supplier's information:

a. Musical Note Rubber Seals (for Intake Gates)

Material : Polyurethane, Hollow

Hardness : Shore A ASTM D-2240, 70 ± 5

Tensile Strength : 4200 psi
 Compression Strength : 15,000 psi
 Manufacturer Standards : ISO 9001

b. Self – Lubricating Bushing (For Gate and Rod Connecting Pin)

Material: Brinell Hardness : 270 HB
 Tensile Strength : 895 MPA
 Yield Point : 655 MPA

Chemical Content (cu Balance) : CuA110Ni5Fe5 svt ANS 4881

- Mn : 1% - Ni : 5% - AL : 11.0% - Fe : 4.5%

Manufacturer Standards : ISO 9001

c. Special Coating (for Metal Surfaces)

Shade no./ Colors : 12170/GreyFinish : Semi-Gloss

Volume Solids (%) : 80 ± 1

Theoretical Spreading rate : 6.4m2 /1[256.6 sq.ft./US gallon] —

125 micron/5 mils

Flash point : 35°C [95°F]

Specific Gravity : 1.5 kg/liter [12.1 lbs/US gallon]

Dry to touch
 Fully cured
 3 hours 30°C [86°F]
 5 days 30°C [86°F]

VOC Content : 218 grams/liter [1.8lbs/US gallon]
 Shelf Life : 3 years for base and 3 years

(25°F/77°F for) for curing agent from

time of production

SECTION VI - TECHNICAL SPECIFICATIONS

Specific gravity :1.5 kg/liter [12.1 lbs/US gallon]

(In accordance with specification APCS 1, APCS 12, APCS 26, 26T, ETA, ISO 9001, Tested according to section 175.300 of the code of The Federal

Regulations Title 21)

Certificate/Approval : Dry Foodstuff (Newscastle

Occupational Health & Hygiene, Great

Britain)

d. Hydraulic Cylinder High Pressure Distance Sensor

Cycles : 1 Million CyclesMeasurement : 10/15 meters

Linearity : 0.05%

Operating Temperature : -20 °C to + 70 °C

Operating Pressure : 300 bar
 Testing Pressure : 400 bar

Pressure Port : Minimess 1620
 Piston Travel Speed : Max 2 m/s

Rope Tension : Start Measurement Range: 10 – 16.5

End Measurement Range : 29 – 43
 Wire Sag : <30 mm

Conn. Orientation : 90° Steps, Adjustable

Weight : 61.0 kgHousing : 42CRM

Draw Wire : Stainless Steel 1.4301, dia: 0.69 mm

Encoder Requirements

Stator Flange Coupling dia. : 58 mm
Screw Pitch Circle dia. : 63 mm
Hollow Shaft dia. : 15 mm

Output Signal : 4-20 mA, SSI, CAN open, Profibus

Encoder Type : M58-SC-W-10-420A-SR12

Protection Class : IP65

Resolution Standard : 12 pulses/mm, (BIT)

e. Hard Chrome Rod and Seals (HV850 (0.02mm thickness)

V-packing
 Wear Ring
 (Nitrite Rubber) NBR (RN906)
 Cloth Inserted Phenol (PB201)

Piston Packing : Urethane
 O-ring : CO 0239
 Dust Wiper : Nitrile Rubber

f. Ultrasonic Water Level Sensor

Pulse Principle : 26Hz

Range : Up to 35 meters

Accuracy : ± 2mm
 Output : 4-20 mA
 Sensor Material : PTFE

 Housing / Horn Antenna material : Aluminum, Valox PBT (Dimension : 116mm dia; 392mm L)/Stainless steel

Operating Temp.

Power Supply

Transmission of measuring

: -40 °C to + 80 °C

: 24Vdc Adapter: 220Vac

: Offline - Data Logger; Online-Analog

(4-20 mA, digital GSM) values to PC

Protection class

Approval

Electrical Connection

: DIN EN ISO 9001:2015

: 2 x M20 x 1.5 plastic cable gland

Cable: Ø 6mm to Ø 12mm

EXPERIENCE OF MANUFACTURER/FABRICATOR TS-5.0

The Manufacturer/Fabricator should have been in the business of a) designing, manufacturing/repairing and installing of Stop Logs/Power Intake Service Gates of hydro plants for not less than ten (10) years; and

b) For local fabricators/manufacturers, must have certificate from DTI for a Five Star Machine Shop

PERFORMANCE REQUIREMENTS TS-6.0

The rehabilitation/repair of power intake gates shall satisfactorily meet the requirements of the BD.

TS-7.0 **TESTING AND ACCEPTANCE CRITERIA**

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

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

Certified test reports/results of all tests conducted shall be submitted to NPC for evaluation and acceptance.

Upon arrival of equipment and/or materials at site. NPC and the Supplier/Contractor or their authorized representatives, shall jointly verify the delivered equipment and/or materials following the steps below:

- a) Inspection and verification of the packing list;
- b) Visual inspection of the condition of the packing and its surfaces; and
- Opening of the crates and plastic sheet protection to verify the content and its physical condition and to check the pilferage or damage during shipment and storage.



A record shall be prepared carefully noting all eventual shortages, defects or damages, signed by the Supplier/Contractor and concurred by NPC. All shortages and damages noted shall be immediately replaced by the Supplier/Contractor at his own cost. Supplier/Contractor shall also ensure the timely delivery of such replacement without affecting the agreed overall contract implementation schedule.

After full completion of the equipment/component installation, the Supplier/Contractor together with NPC authorized representative/s (witness) shall carry out functional test to confirm that the supplied equipment/component will operate and perform satisfactorily in accordance with the requirements of the specifications and to the satisfaction of NPC representative/s.

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

Acceptance Certificate shall be issued only upon completion of the following:

- a) The scope of works stated herein are fully delivered, installed & inspected and the required test & commissioning are satisfactorily conducted, and results are acceptable to NPC's authorized plant personnel. Test result/s shall be signed by the representatives of the Contractor and NPC;
- On-site training and technology transfer to key plant personnel on proper operation and maintenance of the power intake gates has been conducted; and
- c) Submission of documents as specified in Clause TS-8.0 (item c) of the Technical Specifications.

TS-8.0 DRAWINGS & DOCUMENTS TO BE SUBMITTED

- a) To be submitted with the bid/proposal for evaluation:
 - a.1 Electrical component/equipment/accessories (ultrasonic water level sensor, musical note rubber seal, high pressure distance sensor)
 - a.1.1 Original Copy of Manufacturer/ Distributor Authorization to Bid, directly addressed to the BAC-NPC, indicating therein the PR/ Reference Number;

In case of authorized Distributor issuing the authority to bid, it shall be accompanied by a Certificate of Authorized Distributorship from the Manufacturer.

Note: Authorization to bid shall be current and valid for at least six (6) months from the date of bid opening as advertised.



b) To be submitted during post qualification:

- b.1 Letter of Confirmation from the Manufacturer that a local agent or representative is available to provide "After Sales Service" to the supplied components/parts/accessories during and after the warranty period. Name, address and contact number shall be provided (It shall state that the Supplier is available within 24-hour period upon notice or call);
- b.2 Manufacturer's Brochures/Catalogues/Drawings which contain information/data;
- b.3 Certificate of Site Inspection duly signed by NPC's authorized plant
 manager;
- b.4 Work Plan/Schedule (Bar Chart); and
- b.5 Detailed installation drawings/diagram to evaluated and approved by NPC (end-user) before installation;

c) To be submitted before or upon delivery:

- c.1 "Certificate of Origin" from the Original Equipment Manufacturer;
- c.2 "Warranty Certificate" for one (1) year against factory defects/workmanship;
- c.3 Shop Test Report or Quality Inspection Certificate from the Manufacturer:

All drawings and documents in Clause TS-8.0 including other drawings/documents shall be submitted to **The Manager, Agus 1/2 HEP** for evaluation and acceptance.

TS-9.0 GUARANTEE

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

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

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

TS-10.0 REFERENCE DRAWINGS

Refer to attached drawings of the Power Intake Service Gates for reference and information.



SECTION VII

BID PRICE SCHEDULE (Schedule of Requirements)

Section VII - SCHEDULE OF REQUIREMENTS (Bid Price Schedule)

SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REHABILITATION/REPAIR OF THREE (3) POWER INTAKE SERVICE GATES OF AGUS 1 HEP'S UNIT # 1

			* UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED					TOTAL PRICE
NO.	DESCRIPTION	QTY UNIT	C O D E	Unit Price of Goods Delivered up to Philippine Port (Phil, Peso)+	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)>	Local Currency (Phil. Peso) ((E+F+G+H) x C)
(A)	(8)	(C)	(D)	(E)	(F)	(G)	(H)	(1)
	Supply of Labor, Materials, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabiltation/ Repair of Three (3) Power Intake Service Gates for Agus 1 HEP's Unit #1							
	TOTAL	<u></u>		<u> </u>				
				<u> </u>	(Amount in Words)			μ

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

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

Note: Delivery site shall be at Agus 1 HEP plant site, Marawl City

Country of Origin

Name of Bidder:

Signature of Bidder:

	VIII-8PS-1
PR#:	MG-A5C15-001

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					
Sample Form	•	Bank Guarantee Form for Advance Payment					
Sample Form	-	Certification from DTI as Domestic Bidder					

PR NO. MA-A2M22-001

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders

- A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:
- 1. ELIGIBILITY DOCUMENTS
 - a. (CLASS A)
 - Any of the following:
 - PhilGEPS Certificate of Registration and Membership under Platinum Category in accordance with Section 8.5.2 of the IRR;

OR:

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

OR:

- A combination thereof
- Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (NPCSF-GOODS-02)
- ➤ The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (NPCSF-GOODS-03) complete with the following supporting documents:
 - 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)
- Data and Information to be submitted with the Proposal as specified in Clause TS-8.0(a) of Section VI - Technical Specifications
- Complete eligibility documents of the proposed subcontractor, if any

Page 2 of 3

PR NO. MA-A2M22-001

Standard Form No: NPCSF-GOODS-01

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

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

CONDITIONS:

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

SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REHABILITATION/REPAIR OF POWER INTAKE SERVICE GATES OF AGUS 1 HEP

PR NO. MA-A2M22-001

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 :		<u></u>				
-		Nature of Work	Bidder's Role		a. Date Awarded	
Name of Contract/ Project Cost			. Description	%	b. Date Started c. Date of Completion or Contract Duration/ Date of Delivery	Value of Outstanding Works / Undelivered Portion
Government			- · · · - ·			
				<u> </u>		
				-		
						
·						
Private				1		
				-		
			· ··-	-	-	
				<u> </u>		
<u> </u>					Total Cost	

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

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

- 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.

(Printed Name & Signature)

Date

SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REHABILITATION/REPAIR OF POWER INTAKE SERVICE GATES OF AGUS 1 HEP

PR NO. MA-A2M22-001

Standard Form Number: NPCSF-GOODS-03

siness Name : _ siness Address : _	<u> </u>	 _				
	a. Owner's Name		Contractor's F	Role	a American at Account	a Data Asserted
Name of Contract	b. Address c. Telephone Nos.	Nature of Work	Description	%	a.Amount at Award b.Amount at Completion c.Duration	a. Date Awarded b. Contract Effectivit c. Date Completed
				 		
						İ
Supporting doc	t state only one (1) Single Larges uments such as Contract/Purcha:	et Completed Contract (SLCC) se Order and any of the following be submitted during Bid Openi	ng: Certificate of Acce	to be bid.	r Certificate of Completion; or	Official Receipt (O.R); o

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	<u> </u>
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 "RECEIVED" by the BIR or BIR authorized col calendar year.	the audited financial statement, stamped lecting agent for the immediately preceding
Submitted by:	
Name of Supplier / Distributor / Manufacturer	_
Signature of Authorized Representative	

PR NO. MA-A2M22-001

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNC	OW ALI	L MEN B	Y THESE PRESENTS	3:			
	t this		VENTURE AGRE , of legal ag- and a resid	e, <u>(civil status)</u>		into by _, authorized 	and between representative o
				- and			
			, of legal age, i	(civil_status)_	,	authorized	representative o
reso the I	urces a	nd efforts	ties agree to join tog to enable the Joint Ve Contract of the Natio r	enture to partic	ipate in th	ne Bidding ar	oment, and other nd Undertaking o
		NAME	OF PROJECT		CC	ONTRACT A	MOUNT
	Tha	t the capit	al contribution of each	member firm:		•	75,007
	_	NAME	OF FIRM		CAPITA	L CONTRIB	UTION
1.		_		P			
2.		_		P			
be ti do, e Bidd	Tha Tha he Offic execute ling and nd if pe	Undertak t both par ial Repres and perfo Undertak rsonally p	rties agree to be join ing of the said contracties agree that sentative/s of the Join any and all acts noting of the said contractes and with full power that Venture Agreement	t Venture, and ecessary and/ ct, as fully and of substitution	and/o are grant for to reprid d effective and revoc	er ted full powe esent the Jo ely and the Jo cation.	shal r and authority to int Venture in the oint Venture may
Con	tract un	til termina	ted by both parties.			,	
-		e & Signat Repre	ure of Authorized sentative		N. Auth	ame & Signa orized Repre	ture of sentative
-		Official E	Designation			Official Design	nation
-	_	Name	of Firm			Name of F	irm
				Witnesses			
1				2.			

[Jurat]

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

PR NO. MA-A2M22-001

Standard Form Number: NPCSF-GOODS-06a

(Signature, Name and Address)

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) submitted his bid dated (Date Bid").	(hereinafter called "the Bidder") has for the <u>[name of project]</u> (hereinafter called "the
(Name of Country) (hereinafter called "the Bank" Entity") in the sum of famour	oresents that We (Nam3 of Bank) of having our registered office at are bound unto National Power Corporation (hereinafter called "the at in words & figures as prescribed in the bidding documents) for all to be made to the said Entity the Bank binds himself, his assepresents.
SEALED with the Common Se	eal of the said Bank this day of 20
THE CONDITIONS of this obli	gation are that:
if the Bidder withdraw Documents; or	s his Bid during the period of bid validity specified in the Bidding
 if the Bidder does no accordance with the Ir 	ot accept the correction of arithmetical errors of his bid price in structions to Bidder; or
 if the Bidder, having of clearance, latest income within the prescribed p 	determined as the LCB, fails or refuses to submit the required tax me and business tax returns and PhilGEPs registration certificate period; or
 if the Bidder having b him by the Entity durin 	een notified of the acceptance of his bid and award of contract to g the period of bid validity:
a) fails or refuses to e	execute the Contract; or
b) fails or refuses to s	submit the required valid JVA, if applicable; or
c) fails or refuses Instructions to Bide	to furnish the Performance Security in accordance with the ders;
demand, without the Entity ha	Entity up to the above amount upon receipt of his first written aving to substantiate its demand, provided that in his demand the at claimed by it is due to the occurrence of any one or combination d above.
extended by the Entity, notice	force up to 120 days after the opening of bids or as it may be of which extension(s) to the Bank is hereby waived. Any demand nould reach the Bank not later than the above date.
DATE	SIGNATURE OF THE BANK
WITNESS	SEAL

PR NO. MA-A2M22-001

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

	(30KETT BOND)
BOND	NO.: DATE BOND EXECUTED:
transa unto N (amou payme	(hereinafter called "the Principal") and (Name ety) of (Name of Country of Surety) ot business in the Philippines (hereinafter called "the Surety") are held and firmly bound lational Power Corporation (hereinafter called "the Employer") as Obligee, in the sum of the words & figures as prescribed in the bidding documents), callable on demand, for the ent of which sum, well and truly to be made, we, the said Principal and Surety bindings, our successors and assigns, jointly and severally, firmly by these presents.
SEALE	ED with our seals and dated this day of 20
	REAS, the Principal has submitted a written Bid to the Employer dated the day of20, for the (hereinafter called "the Bid"). THEREFORE, the conditions of this obligation are:
NOVV,	THEREFORE, the conditions of this obligation are:
1)	if the Bidder withdraws his Bid during the period of bld 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 LCE, 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 that the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

PR NO. MA-A2M22-001

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

PR NO. MA-A2M22-001

Standard :	Earm I	Na.	NOCCE	~~~~	06-
olanuaru i	rorm i	VO.	ひとじント-	GOODS.	ner.

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

BID-SECURING DECLARATION SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REHABILITATION/REPAIR OF POWER INTAKE SERVICE GATES OF AGUS 1 HEP (PR NO. MA-A2M22-001)

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:
 - Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - 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:
 - I am/we are declared as the hidder with the Louiset Catastatata е

	(0)	Bid, and I/we have furnished the performance security and signed the Contract
20	IN \ at_	WITNESS WHEREOF, I/we have hereunto set my hand this day of, 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]

 $^{^{}I}$ Select one and delete the other. Adopt same instruction for similar terms throughout the document.

PR NO. MA-A2M22-001

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;
- 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:
- [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;

PR NO. MA-A2M22-001

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

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

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

IN	WITNESS	WHEREOF,	1	have	hereunto	set	my	hand	this		dav	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]

To:

Date: _____

SECTION VIII - BIDDING FORMS

PR NO. MA-A2M22-001

Standard Form No: NPCSF-GOODS-08

THE PRESIDENT

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

BID LETTER

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 OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REHABILITATION/REPAIR OF POWER INTAKE SERVICE GATES OF AGUS 1 HEP (MA-A2M22-001) in conformity with the said Bidding Documents for the sum of [lotal 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

PR NO. MA-A2M22-001

Bank Guarantee Form for Advance Payment

To: THE PRESIDENT

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

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the Advance Payment Provision, of the General Conditions of Contract, [Iname 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 <a href="Image: Image: Image: Advance In Iname and Iname In Iname and Iname In Inam

We, the <u>Iname of the universal/commercial bankl</u>, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding <u>lamount of guarantee in figures and words!</u>

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

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

Yours truly,

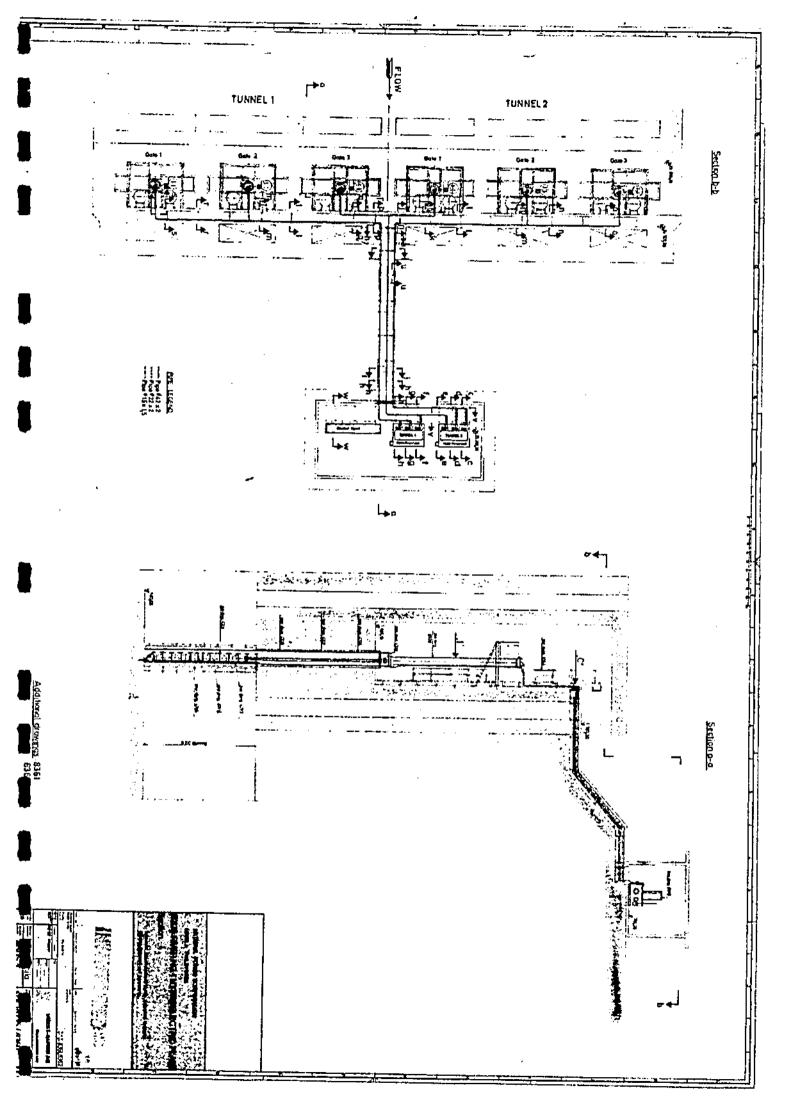
Signature and seal of the Guarantors				
[name of bank or financial institution]				
[address]				
[date]	_			

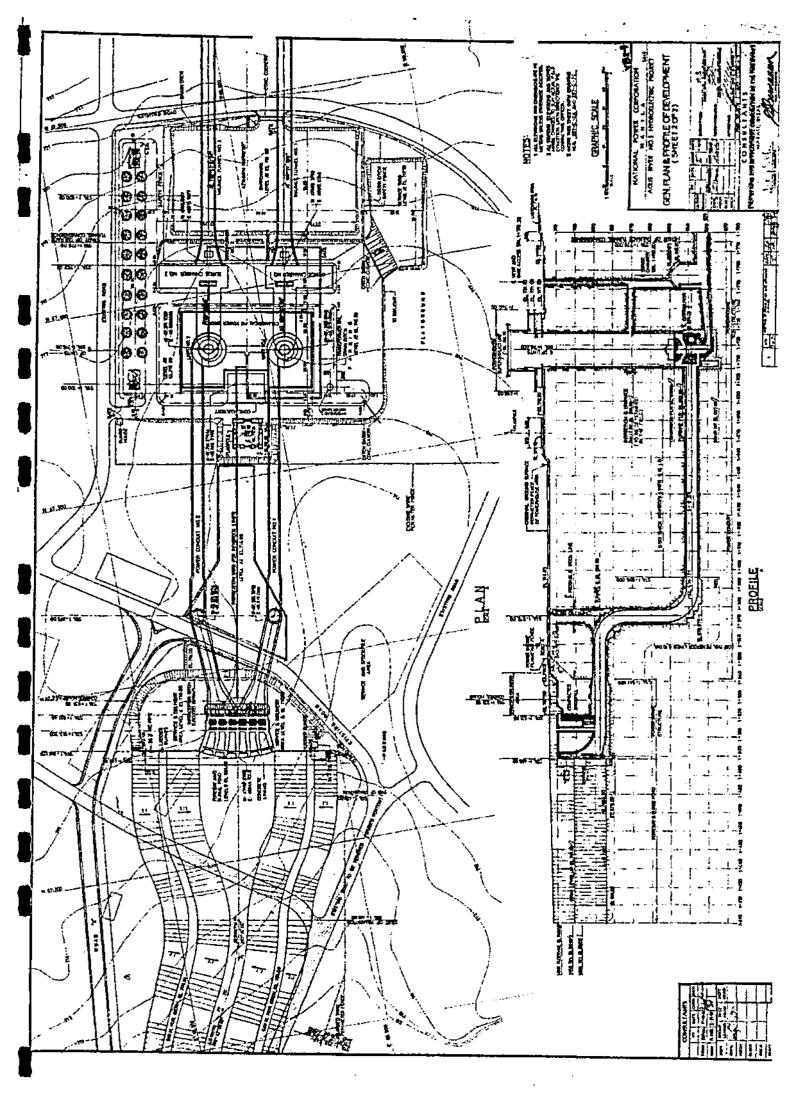
CERTIFICATION AS A DOMESTIC BIDDER

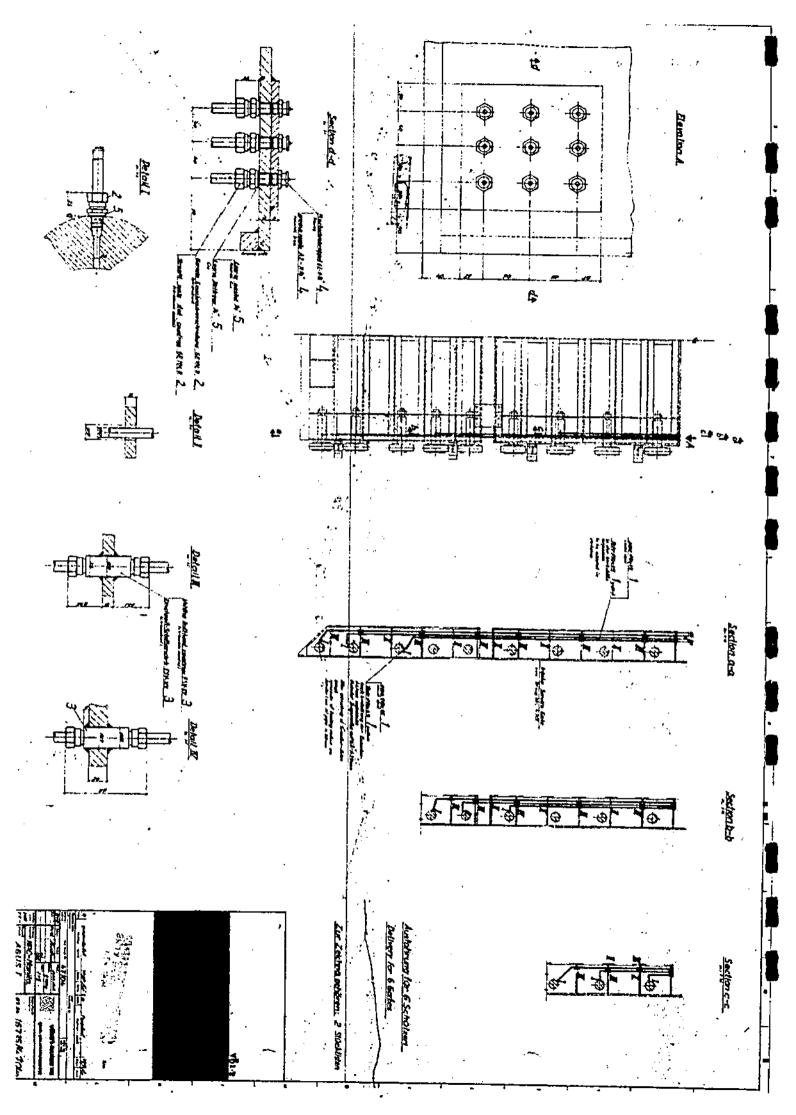
This is to certify that based on the records of this of	office, (Name of Bidder) is
duly registered with the DTI on	
This further certifies that the articles forming part o	of the product of (Name of Bidder)
which are/is (Specify)	
articles, materials, or supplies grown, produced or mar	nufactured in the Philippines. (Please
encircle the applicable description/s).	
This certification is issued upon the request of (Nan	ne 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 of20_ at	, Philippines
	News
	Name
	Position
	Department of Trade & Industry

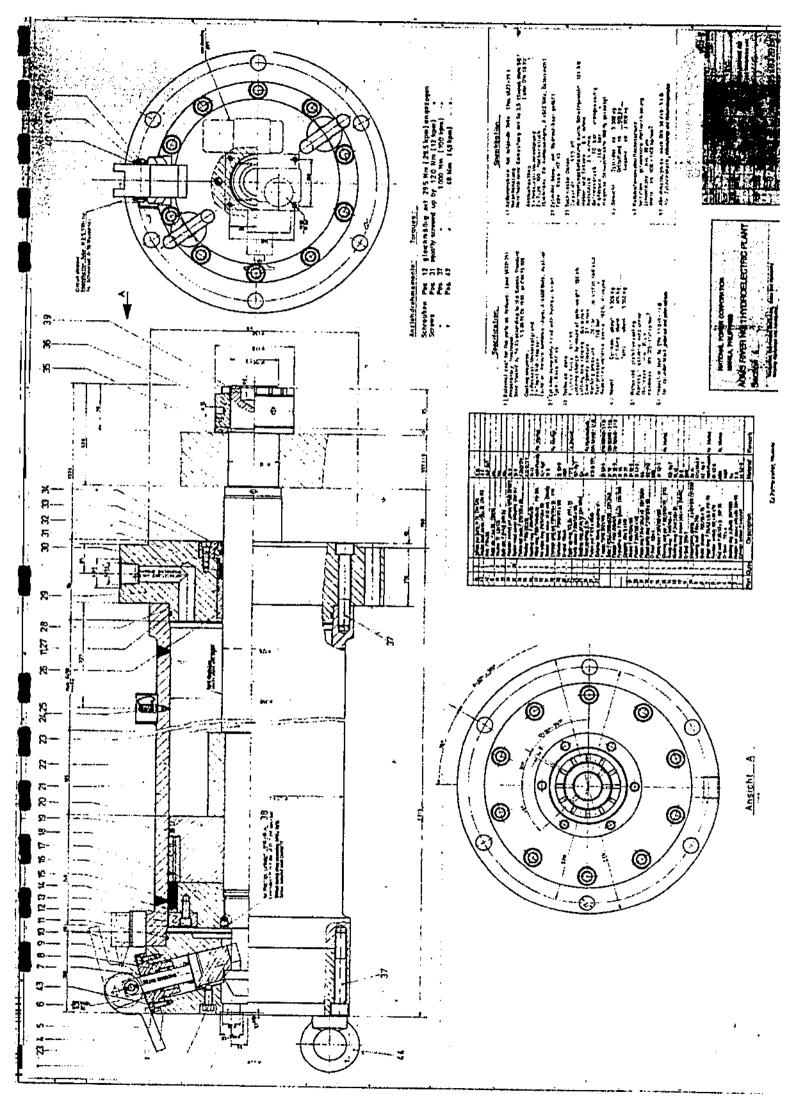
SECTION IX

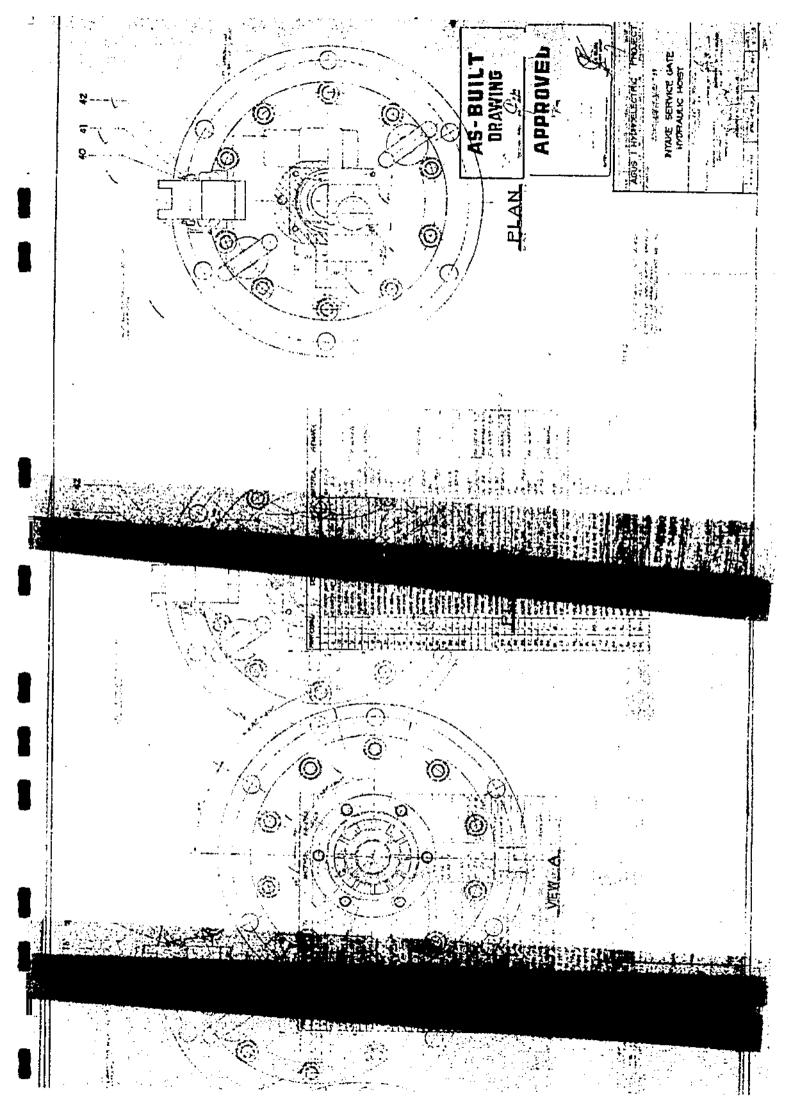
REFERENCE DRAWING



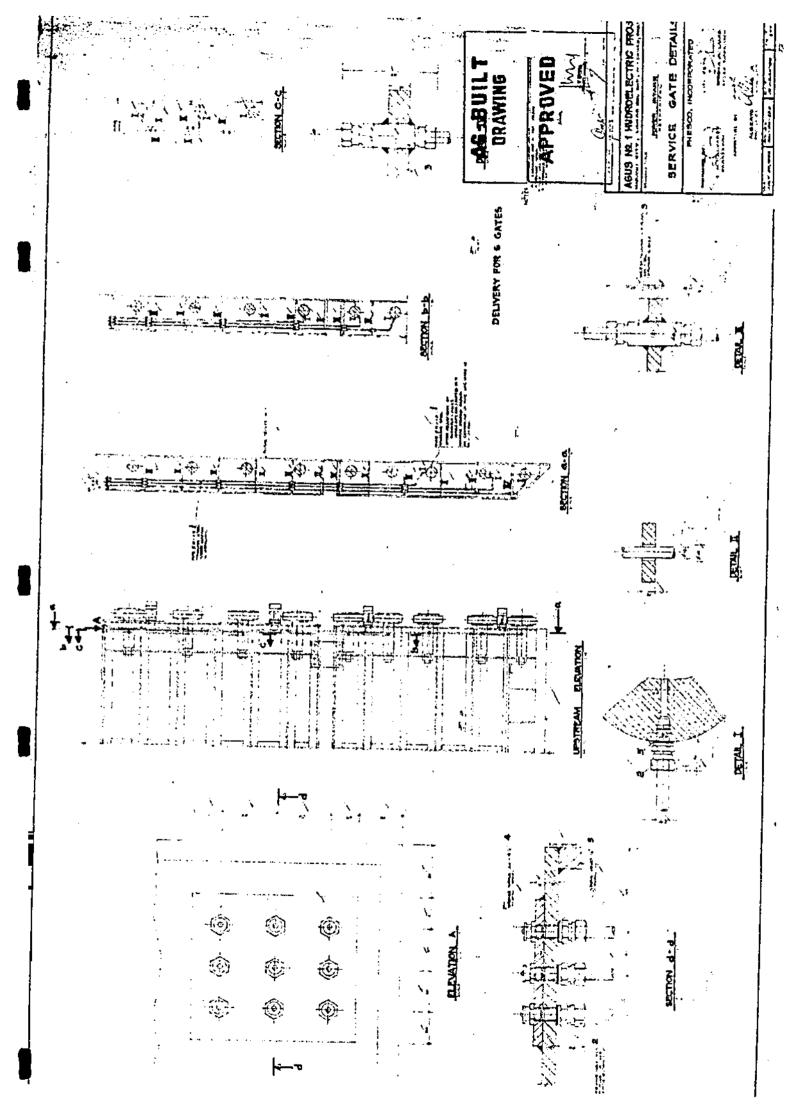








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