



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

BID DOCUMENTS

**Name of Project : LEASE OF 4.0 MW MODULAR DIESEL GENSETS
FOR BOAC DPP**

Project Location : BOAC, MARINDUQUE

Specification No. : LuzP20Z1154SI / PR No. SI-BOA20-014

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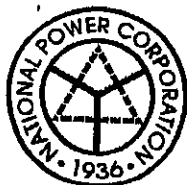
Design and Development Department



SECTION I

INVITATION TO BID





National Power Corporation

INVITATION TO BID

PUBLIC BIDDING 2020-0383

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2020 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 Nos. & Description	Similar Contracts	Pre-bid Conference	Bid Submission/ Opening	ABC/ Amt. of Bid Docs
S1-BOA20-014 / PB201012-NA00246 Lease of 4.0 MW Modular Diesel Gensets for Boac DPP, Boac, Marinduque	Lease of Modular Diesel Generating Sets or Operation and Maintenance (O & M) of Diesel Generating Sets	29 September 2020 9:30 A.M	12 October 2020 9:30 A.M	₱ 33,139,000.00 / ₱ 25,000.00
HO-FMG20-003 / PB200811-JC00148 (PB2) Supply and Delivery of Engine Lubricating Oil to SPUG Power Plants and Barges for CY 2020 <i>Mode of Award: Per Delivery Point</i>	Supply and Delivery of Petroleum, Oil or Lubricant Products	29 September 2020 9:30 A.M	12 October 2020 9:30 A.M	Total ₱ 2,858,716.00 / ₱ 5,000.00
Approved Budget for the Contract (ABC)		Maximum Cost of Bidding Documents (Pesos)		
500,000 and below		500.00		
More than 500,000 up to 1M		1,000.00		
More than 1M up to 5M		5,000.00		
<i>Note: If a bidder intends to partially participate for a number of lot(s) only, then the cost of Bidding Documents will be proportionate as indicated above.</i>				
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

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

PR Nos./PB Ref Nos.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
S1-BOA20-014	Twelve (12) Months – Maximum Six (6) Months – Minimum	Ten (10) Years
HO-FMG20-003	Three (3) Months	Five (5) Years

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criteria pursuant to RA 9184 and its Revised IRR.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations, and of which 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 and subject to Commonwealth Act 138.

4. Interested bidders may obtain further information from BAC Secretariat at the address given below during office hours. A complete set of Bidding Documents may be purchased by interested Bidders from the address below and upon payment of a fee stated above. 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.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) <http://www.philgeps.gov.ph> and the website of National Power Corporation <http://www.napocor.gov.ph>.

5. The Pre-Bid Conference is open to all prospective bidders. The Pre-Bid Conference shall be held at least 12 cd before deadline for submission but not earlier than seven (7) cd from the PhilGEPS posting of the Invitation to Bid or Bidding Documents. If possible, please submit your queries on the Terms of Reference before the scheduled Pre-Bid Conference.

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
 - b. 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
6. Bids shall be submitted to the address specified below, if submitted in advance, otherwise, bids shall be submitted at the venue of bid opening before the specified time for opening of bids. Late bids shall not be accepted.
7. NPC reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.
8. For further information, please refer to:

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

BIR Road cor. Quezon Avenue
Diliman, Quezon City

Tel Nos.: 8 924-5211 and

8 921-3541 local 5611 / 5504

Fax No.: 8 922-1622

Email: bcsd@napocor.gov.ph

bcsd_napocor@yahoo.com


ATTY. ROGEL T. TEVES
Chairman, Bids and Awards Committee

SECTION II

INSTRUCTIONS TO BIDDERS

SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION II – INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in **Section VI – Technical Specifications**.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB Clause 28**.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.
- 4. Conflict of Interest**
- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;

- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; and
 - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.
- For this purpose, contracts similar to the Project shall be those described in the **BDS**.
- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:
- NFCC = [(Current assets minus current liabilities) (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 to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a Committed Line of Credit (CLC), it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

Further, 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.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit an Omnibus sworn statement in the form prescribed in **Section VIII – Bidding Forms** as required in ITB Clause 12.1(a)(iv).
- 6.2. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that 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;
 - (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
 - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
 - (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;

- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:

- (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall

ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.

- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project, including questions and clarifications raised by the prospective bidders before and during the Pre-Bid Conference.
- (b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be



bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

C. Preparation of Bids

11. Language of Bids

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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

- (i) a. PhilGEPS Certificate of Registration and Membership under Platinum Category in accordance with Section 8.5.2 of the IRR;

OR:

- b. The following updated and valid Class "A" eligibility documents enumerated under "Annex A" of the Platinum Membership:

1. 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;
2. 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.

3. 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;
4. 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:

c. A combination thereof (i.a and i.b)

In case the bidder opted to submit their Class "A" eligibility documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184 (GPPB Circular 07-2017);

(ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner's name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements

from all the potential joint venture partners in accordance with Section 23.1(b) of the revised IRR of R.A. 9184.

Each partner of the Joint Venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

Technical Documents –

- (ii) Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (ii.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (ii.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (iii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iv) Omnibus Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in **Section VIII – Bidding Forms**.
- (v) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, 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 or product.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with ITB Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is

indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
 - (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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, listed in the **BDS**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date

of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
(d) Bid Securing Declaration (Form No. NPCSF-GOODS-06c)	No percentage required

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the ITB Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in ITB Clause 17;

- (ii) does not accept the correction of errors pursuant to ITB Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in ITB Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with ITB Clause 32; or
 - (ii) fails to furnish performance security in accordance with ITB Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in **Section VIII – Bidding Forms** on or before the deadline specified in the ITB Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component

of the bid. This shall also be observed for each lot in the case of lot procurement.

- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the original bid and copies must be authenticated with original signatures (preferably in blue or red ink) by the bidder or his duly authorized representative/s. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the bidding

documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the

imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in ITB Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
 - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and

- (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 12.1(a)(i). Submission of other documents required under ITB Clause 12.1 by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
 - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- 27.2. If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. 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 following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the

same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the BDS.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Letter, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to ITB Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13.
- 29.2. 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 documents and appropriate licenses and permits required by law and stated in the BDS.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted

is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid/Highest Rated Bid, using non-discretionary criteria, as stated in the Bidding documents. These criteria shall consider, but shall not be limited to, the following:
- a. Legal Requirements. To verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the bidder, and the fact that it is not included in any "blacklist" as provided in Section 25.3 of IRR-A of RA9184.
 - b. Technical Requirements. To determine compliance of the goods offered with the requirements specified in the Bidding Documents, including, where applicable:
 - i. Verification and/or inspection and testing of the goods/product, after-sales and/or maintenance capabilities, in applicable cases, as well as checking the following:
 - a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;
 - b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or
 - c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection.
 - ii. Verification and validation of the bidder's stated competence and experience, and the competence and experience of the bidder's key personnel to be assigned to the project.
 - iii. Verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its ongoing government and private contracts, if any of these ongoing contracts shows:
 - a. Negative slippage of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent (10%) in each of two (2) or more contracts;

- b. Failure of the contractor to commence repair works on ongoing contracts within seven (7) calendar days and to complete them within thirty (30) calendar days after receipt of the Procuring Entity's notice of defects and deficiencies;
- c. Failure of the contractor to commence repair works on contracts with pending certificates of acceptance within thirty (30) calendar days and complete them within ninety (90) days after receipt of the Procuring Entity's notice of defects and failures; or
- d. Substandard quality of work as per contract plans and specifications, or unsatisfactory performance of the contractor's obligations as per contract terms and conditions, at the time of inspection.

If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the bidder from the award.

- iv. Ascertainment of the authenticity of the bid security and its correctness as to type, amount, form and wording, and validity period, as required in the Bidding Documents.
 - c. Financial Requirements. To verify, validate and ascertain the bid price proposal of the bidder and, whenever applicable, the required committed Line of Credit in the amount specified and over the period stipulated in the Bidding Documents or the bidder's NFCC to ensure that the bidder can sustain the operating cash flow of the transaction.
- 29.5. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.6. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.7. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.8. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or



- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to ITB Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, at its submitted price or its calculated bid price, whichever is lower.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with ITB Clause 33;
 - (c) Signing of the contract as provided in ITB Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in **Section VI – Schedule of Requirements (Bid Price Schedule)**.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

32.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33.4. The performance bond to be posted by the Contractor must also comply with additional requirements specified in the **BDS**.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
1.1	<p>The Procuring Entity is National Power Corporation (NPC or NAPOCOR).</p> <p>The name of the Contract is LEASE OF 4.0 MW MODULAR DIESEL GENSETS FOR BOAC DPP.</p> <p>The identification number of the Contract is LuzP20Z1154SI.</p>
1.2	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p>
2	<p>The Funding Source is the Government of the Philippines (GOP) through the 2020 Corporate Budget of NPC in the amount stated in the Invitation to Bid.</p> <p>The name of the Project is: LEASE OF 4.0 MW MODULAR DIESEL GENSETS FOR BOAC DPP.</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	<p>Only Foreign bidders falling under ITB Clause 5.2(b) are allowed to participate in this Project.</p> <p>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.</p>
5.4	<p>NPC shall only accept bids from proven and experienced Lessors. Bidders with below/unsatisfactory performance or contract terminated due to poor performance from any of the lessees including NPC, shall not be allowed to participate in this procurement.</p> <p>The Bidder must have completed, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to Lease of Modular Diesel Generating Sets or Operation and Maintenance (O & M) of Diesel Generating Sets.</p>



	<p>The completed contract to be submitted refers to the lease of generating sets operated and maintained by the contractor/s.</p> <p>The contract/s for O & M of Diesel Generating Sets refers only to the corresponding cost of the completed portion of said contract as of the time of the bid submission and shall be considered and must be equivalent to at least 50% of the ABC. Said completed portion of the O & M contract shall be included in Form No. NPCSF-GOODS-03 (Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid). Likewise, the on-going portion of the O & M contract shall also be included in Form No. NPCSF-GOODS-02 (List of all On-going Government and Private Contracts including Contracts Awarded but not yet started).</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7	No further instructions.
8.1	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.
8.2	The Bidder shall submit the complete eligibility documents of proposed subcontractor, if any.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on date, time and venue specified in the Invitation to Bid, which shall be open to all prospective bidders.
10.1	<p>The Procuring Entity's address is:</p> <p>Office : Bids and Contracts Services Division (BCSD) Address : Ground Floor, Building No. 1 National Power Corporation BIR Road corner Quezon Avenue Diliman, Quezon City, Metro Manila 1100</p> <p>Tel Nos. : 8924-52-11 and 8921-3541 Loc. 5564 Tel/Fax No. : 8922-16-22 Email : bcsd@napocor.gov.ph</p>
10.2	For such purpose, the BAC may send its official letters/correspondences/notices through email. Upon securing the bidding documents, Bidders shall be required to indicate their official email and alternate email addresses. All letters/correspondences/notices sent by the BAC through the designated/official email shall be considered officially received by all bidders on the date indicated in National Power Corporation's sent folder.

12.1(a)	<p>All applicable eligibility and technical documents specified in the ITB clause shall be submitted.</p> <p>NPC shall allow the submission of bids in accordance with the relevant provisions of GPPB Circular 2020-009.</p> <p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Duly signed and completely filled-out Technical Data Sheets (Section VI – Part II); <p>Manufacturer's brochures, manuals and other supporting documents of equipment, materials, hardware and tools proposed by the bidders must comply with the technical specifications of such equipment, materials, hardware and tools. It shall be a ground for disqualification if the submitted brochures, manuals and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process.</p> <p>Equipment, materials, hardware and tools proposed by the winning bidder to be supplied, which were evaluated to be complying with the technical specifications, shall not be replaced and must be the same items to be delivered/installed/used during the contract implementation. Any proposed changes/replacement of said items may be allowed on meritorious reasons subject to validation and prior approval by NPC.</p> <ol style="list-style-type: none"> 2. Complete eligibility documents of the proposed sub-contractor, if any <p>In the case of foreign bidders, except for the Tax Clearance, the eligibility requirements under Class "A" Documents may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.</p> <p>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).</p>
12.1(a)(ii)	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award



	<p>2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date</p> <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R).
13.1	<p>The financial component of the bid shall contain the following:</p> <ol style="list-style-type: none"> 1. Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08) 2. Duly signed and completely filled-out Bid Price Schedule (Section VII) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.
13.1(b)	<p>Bidders claiming for domestic preference shall submit the following:</p> <ol style="list-style-type: none"> 1. Letter address to the BAC claiming for preference 2. Certification from DTI as Domestic Bidder in accordance with the prescribed forms provided.
13.1(c)	<p>In case a bidder will not submit bid for reason that his cost estimate is higher than the ABC, said bidder is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.</p>
13.2	<p>The ABC is stated in the Invitation to Bid. Any bid with a financial component exceeding this amount shall not be accepted.</p>
15.4(a)(iv)	<p>Incidental services are specified in Clause 6.2 of the SCC and the Technical Specifications.</p>
15.4(b)	<p>The price of the Goods shall be quoted DDP Project Site.</p>
16.1(b)	<p>The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.</p>
16.3	<p>No further instructions.</p>



17.1	Bids will be valid for One Hundred Twenty (120) calendar days from the date of opening of bids.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than 5% of ABC if bid security is in Surety Bond.
18.2	The bid security shall be valid for One Hundred Twenty (120) calendar days from the date of opening of bids.
19.1	In case of electronic bid submission, format and signing of bids shall in accordance with the relevant provisions of GPPB Circular 2020-009.
20.3	<p>Bidders shall submit five (5) set of documents. One (1) set containing either the originals or certified true copies of the first and second components of its bid and the other four (4) sets which are photocopies of the 1st set of documents (original or certified true copies). EACH AND EVERY PAGE OF ALL SETS (original and the other four (4) sets) must be authenticated with original signatures (preferably in blue or red ink) by the bidder or his duly authorized representative. <i>Non compliance shall be ground for disqualification.</i></p> <p>If there is any discrepancy between the 1st set of original/certified true copy documents and the four (4) sets of photocopied documents of the same project, the documents in the 1st set of original/certified true copy documents shall prevail and shall be the basis for rating and evaluation of bids during bid opening.</p> <p>Further, should there be any lacking documents in the four other copies, the reference for completeness for rating purposes shall be the set of original/certified true copy documents.</p>
20.5	In case of electronic bid submission, sealing and marking of bids shall in accordance with the relevant provisions of GPPB Circular 2020-009.
21	<p>Bids shall be submitted at the address specified in Clause 10.1 of this BDS if submitted in advance, otherwise, bids shall be submitted at the venue of bid opening before the specified time for opening of bids.</p> <p>The deadline for Submission of Bids is stated in the Invitation to Bid.</p> <p>In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening of bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.</p>
22	In case of electronic bid submission, the relevant provisions of GPPB Circular 2020-009 shall also be followed.
23.1	In case of electronic bid submission, modification and withdrawal of bids shall in accordance with the relevant provisions of GPPB Circular 2020-009.

24.1	The place, date and time of Bid opening are stated in the Invitation to Bid In case of electronic bid submission, opening and preliminary examination of bids shall in accordance with the relevant provisions of GPPB Circular 2020-009.
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	<p>Bids shall also be evaluated based on the Bid Price Offer, PLUS the computed fuel consumption for the specified contract period at Net Generating Capacity to be inputted in the Technical Data Sheet (<i>Form VI.II.3- Fuel Consumption @ Net Generating Capacity</i>) and shall be accomplished and submitted by the Bidders. The sum will be the Total Evaluated Bid Cost. The Bidder with the least Total Evaluated Bid Cost shall be the Lowest Calculated Bid (LCB). The formula for the Fuel Consumption is stated below. It is understood however, that the award of contract shall be at the Bidder's submitted bid price or its calculated bid price due to computational errors, omissions and discount, whichever is lower. Contract amount shall be exclusive of computed fuel consumption.</p> <p>Consumption = (Bidder's Guaranteed Fuel Rate at Net Generating Capacity, in lit./Kw-Hr) multiplied by (fuel cost per liter) multiplied by (operating hours for the period specified) multiplied by (Net Generating capacity in Kw)</p> <p>The corrected bid price (calculated bid) due to computational errors, omissions and discounts; PLUS: the computed Fuel Consumption, shall become the Total Evaluated Bid Cost, for bid comparison purposes.</p> <p>Arithmetical corrections shall consider the following, in case of discrepancies between:</p> <ol style="list-style-type: none"> 1. bid prices in figures and in words, the latter shall prevail; 2. total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail; 3. the stated total price and the sum of prices of component items, the latter shall prevail; 4. unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail.
28.4	No further instructions.
29.2	<p>Documents to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> a. Latest Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Business Tax/VAT Returns within the last six (6) months preceding the date of the bid submission, filed and paid through the BIR (eFPS);

	<p>c. PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid;</p> <p>d. Valid and current Mayor's/Business, if under renewal during bidding;</p> <p>e. Joint Venture Agreement (JVA) duly notarized, if not yet submitted with bid, if applicable;</p> <p>f. 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);</p> <p>g. 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;</p> <p>h. Drawings and documents to be submitted during post-qualification process as specified in Section VI-Technical Specifications, if any; and</p> <p>i. The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.</p>
32.4(f)	Notice to Proceed.
33.4	<p>1. The following must be indicated in the performance bond to be posted by the Contractor:</p> <ul style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: "To guarantee the faithful performance of the Principal's obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties." <p>2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project.</p> <p>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.</p>



	<p>4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:</p> <ul style="list-style-type: none">i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein;ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety;iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.
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SECTION IV

GENERAL CONDITIONS OF CONTRACT

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or



causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from



disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

6.1. The Goods and Related Services to be provided shall be as specified in in **Sections VI – Technical Specifications and VII – Schedule of Requirements.**

- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but not to exceed five percent (5%) of the amount of

each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.

- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.
11. **Advance Payment and Terms of Payment (This provision will not apply. Applicable Terms of Payment is specified under Clause 11 of the SCC.)**
 - 11.1. 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.
 - 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
 - 11.3. 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.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC Clause 14.1** shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the **Section VI – Technical Specifications**; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and **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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier

shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC Clause 5**.

- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty (This provision will not apply. Applicable Warranty is specified under Clause 17 of the SCC.)

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC Clause 17.4**, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in **Section VI – Technical Specifications**.

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

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

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

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

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

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise

agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price.
- 23.2. The Procuring Entity may terminate the contract when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased.

- 23.3. The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 23.4. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.5. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

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

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the

notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

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

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1.1(g)	The Procuring Entity is National Power Corporation (NPC or NAPOCOR) with office address at BIR Road cor. Quezon Avenue, Diliman, Quezon City.
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through the 2020 Corporate Budget of NPC in the amount stated in the Invitation to Bid.
1.1(k)	The Project Site is specified in the Technical Specifications.
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>MR. PIO J. BENAVIDEZ President and CEO National Power Corporation BIR Road corner Quezon Avenue Diliman, Quezon City 1100</p> <p>The Supplier's address for Notices is:</p> <p><i>[Insert address including, name of contact, fax and telephone number]</i></p>
6.2	<p>Delivery/Deployment Duration -</p> <p>Mobilization, site development works as necessary and commissioning of modular diesel generating units shall be completed within the period specified in Clause TS-1.3 of Section VI, Part I - Technical Specifications. Commercial operation shall commence after the completion of the said works.</p> <p>Lease Contract Period -</p> <p>The lease duration/contract period and deployment schedule is specified in Clause TS-1.1 of Section VI, Part I - Technical Specifications. It is understood however that the contract can be terminated any time at the discretion of NPC depending on the power requirement of the local power system and NPC-SPUG's own plant expansion program. The contract can be also terminated by NPC in whole or in part, at any time, on more than one occasion for its convenience after the minimum period specified. Likewise, NPC has the option to reduce the contracted 4.0 MW capacity after the minimum period.</p> <p>In case of contract termination or time extension in whole or in part, the Lessor shall be advised in writing not less than thirty (30) calendar days before the intended date of termination or time extension. In the event of contract partial termination, the contract price shall be reduced accordingly based on the following formula and examples:</p>

- a. Reduction of 0.80 MW capacity of 2.0 MW - 24 hrs/day operation:

New Contract Price $= (2.0 \text{ MW} - 0.80 \text{ MW}) / 2.0 \text{ MW} \times \text{Contract price for the 2.0 MW - 24 hrs/day operation}$

- b. Reduction of 0.80 MW capacity of 2.0 MW - 8 hrs/day operation:

New Contract Price $= (2.0 \text{ MW} - 0.80 \text{ MW}) / 2.0 \text{ MW} \times \text{Contract price for the 2.0 MW - 8 hrs/day operation}$

Such reduction of contract capacity however shall not exceed fifty percent (50%) of the original contracted capacity.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Technical Provisions:

- (a) Upon receipt of the notice to proceed, Lessor shall secure Certificate of Compliance (COC) for the new generating facility from the Energy Regulatory Commission (ERC);
- (b) Installation at site, supply of labor and materials including power cables terminations, test and commissioning and synchronization;
- (c) furnishing of a detailed operations and maintenance manual and tools required for operation and/or maintenance of the leased GOODS;
- (d) Operation and maintenance and/or repair of the supplied GOODS, for the entire lease period;
- (e) Supply of labor and materials in the installation at site and tapping of the leased GOODS to immediate breaker or cut-out of existing 13.8KV power line for integration with the local power system;
- (f) Site development, construction of perimeter lighting and access road of designated sites which shall form part of the mobilization and demobilization cost;

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 shall carry sufficient inventories of spare parts at site to assure continuous operation during the lease period.

Insurance –

The GOODS supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to transportation, delivery, installation and operation. The GOODS remain at the risk and title of the Supplier during and after the lease period.

	Patent 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.
10.4	No further instructions.
10.5	Payment using LC is not allowed.
11	<p>1. Lessee shall pay the Lessor the value of the total contract cost in the following manner:</p> <ol style="list-style-type: none"> Lesser shall bill Lessee the first monthly rental and operation & maintenance after the first month of operation including all other lot items in the price schedule except for demobilization; less: deductions due to power shortfall and applicable penalties if any; The succeeding billings shall be the monthly rental and operation & maintenance after each month of operation less: deductions due to power shortfall and applicable penalties if any; The demobilization cost and the last month rental shall be paid upon the completion of site clearing and moving out of modular generating units and accessories; The Lessor shall bill Lessee on the first day of the following month after each month of operation for the rental service. Copies of the following supporting documents must be included in the Billing Statement: <p>A. FIRST BILLING</p> <ul style="list-style-type: none"> Contract or Agreement Notice of Award Irrevocable Standby LC or Guaranteed Bond/Performance Bond (duly authenticated by Trade and Insurance Services/ Risk Management Department of NPC). Billing Statement of Lessor in letter form/Invoice Tax Exemption Certificate issued by Bureau of Customs (if Lessor is claiming they are not covered by taxes), if any. Certification/Report by authorized NPC Official re: fuel guaranteed utilization and guaranteed flue gas emission per contract verified by both parties. Test/Acceptance Report. Certificate of Mobilization duly signed by authorized NPC Official. NPC's Tender Documents. Certificate of Funds Availability. Basis of Award of the Contract COC issued by ERC or proof of filing from ERC

B. SECOND AND SUCCEEDING BILLINGS

- Billing Statement of Lessor in letter form/Invoice
- Certification/Report by authorized NPC Official re: fuel guaranteed utilization and guaranteed flue gas emission per contract verified by both parties.

C. FINAL BILLINGS

- Rental and Demobilization Billing Statement of Lessor in letter form/Invoice
 - Joint Inspection Report/Certificate Contract Completion re: rental completion duly signed by authorized NPC Official and Lessor's representative.
 - Certification/Report by authorized NPC Official re: fuel guaranteed utilization and guaranteed flue gas emission per contract verified by both parties.
 - Lessor's Affidavit of Quit Claim (duly notarized)
 - NPC Head Office Clearance
 - NPC Field Office Clearance
 - Lessee shall furnish Lessor the supporting documents specified under Lessee's responsibility on or before the first day of first claim and last claim.
 - Certificate of Demobilization issued by authorized NPC Official
- e. Lessee shall pay the Lessor within thirty (30) calendar days upon receipt of the billing statement with complete supporting documents.
 - f. Lessee shall furnish Lessor a certificate regarding VAT and withholding tax deducted from the Lessor.
2. The currency in which payment is made to the Lessor under this Contract shall be in Philippine Pesos.
 3. To avoid frontloading of incidental expenses during contract extension, the following shall be the basis for payment of the monthly lease contract for the said contract extension:
 - A) For lump sum contract price, total incidental costs such as mobilization, demobilization, transportation cost, Insurance (foreign and local), Import Duties, VAT (input and output), other Taxes and Levies imposed by the country of origin and the Philippine Government on equipment brought in, will be pegged at 10%, (see example A)
 - B) If the total incidental cost in the contract price is greater than 10% of the total bid price, the monthly lease contract for the contract extension shall remain the same(see example B);

- C) If the total incidental cost in the contract price is lesser than 10%, it shall be pegged at 10% and the total monthly rate shall be computed as per Example C.

Sample computation are shown below for clarity.

EXAMPLE A – Lump Sum Contract Price:

Total Rental Rate (1 year)	240,000.00
<i>Incidental Cost</i>	
Mobilization, Transportation, etc.	(inc.)
Demob, disconnection, etc.	(inc.)
Insurance	(inc.)
Import Duties, other taxes	(inc.)
Total	240,000.00
Monthly Rate (1 yr period)	20,000.00

Monthly Rental Rate for contract extension :

$$\begin{aligned}
 &= \text{Monthly Rental Rate} - [\text{Monthly Rental Rate} \times (10\% \text{ incidental cost})] \\
 &= 20,000 - [20,000 \times 10\%] \\
 &= 18,000
 \end{aligned}$$

EXAMPLE B – Total Incidental Cost is greater than 10%

Total Rental Rate (1 year)	208,800.00	
<i>Incidental Cost</i>		
Mobilization, Transportation, etc.	12,000.00	(%)
Demob, disconnection, etc.	7,200.00	5%
Insurance	4,800.00	3%
Import Duties, other taxes	7,200.00	2%
Total	240,000.00	13%
Monthly Rate (1 yr period)	17,400.00	

Monthly Rental Rate for contract extension :

$$\begin{aligned}
 &= \text{Monthly Rental Rate} \\
 &= 17,400
 \end{aligned}$$

EXAMPLE C – Total Incidental Cost is lesser than 10%

Total Rental Rate (1 year)	225,600.00	
<i>Incidental Cost</i>		
Mobilization, Transportation, etc.	4,800.00	(%)
Demob, disconnection, etc.	2,400.00	2%
Insurance	2,400.00	1%
Import Duties, other taxes	4,800.00	1%
Total	240,000.00	6%
Monthly Rate (1 yr period)	18,800.00	

Monthly Rental Rate for contract extension :

$$\begin{aligned}
 &= [\text{Annual Rental Rate} - (\text{Annual Rental Rate} \times 10\%)] \text{ divided by 12 months} \\
 &= [240,000 - (240,000 \times 10\%)] \div 12 \text{ months} \\
 &= [240,000 - 24,000] \div 12 \text{ months} \\
 &= 18,000
 \end{aligned}$$

11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	The inspections and tests that will be conducted are specified in the Technical Specifications.
17	<p>a) The Supplier warrants that the GOODS leased under the Contract are in top conditions and capable of providing the required output without exceeding its guaranteed maximum fuel consumption throughout the duration of the lease period.</p> <p>b) The Supplier also warrants that all GOODS leased under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the leased GOODS in the conditions prevailing at the site of final destination.</p> <p>c) The Supplier further warrants that that defects and/or malfunction during the lease period shall be corrected by the Supplier with due dispatch and put back the equipment in normal operation at the earliest possible time.</p> <p>d) The PROCURING ENTITY shall deduct from the monthly billing all power shortfalls and penalties arising from non-compliance of its guaranteed output and fuel consumption.</p>
17.4	The period for correction of defects in the warranty period shall not exceed thirty (30) days upon receipt of the notice from NPC.
21.1	For joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

SECTION VI

TECHNICAL SPECIFICATIONS

(PART I - TECHNICAL SPECIFICATIONS)

PART I – TECHNICAL SPECIFICATIONS

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PART I – TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

TS-1.1 Project Description

This specification covers the technical and associated requirements for the lease of 4.0 MW "Aggregate Generating Capacity" continuous output modular generating sets which shall be deployed and operated at Boac Diesel Power Plant in the following schedules:

TABLE 1.1

Sch.	Required Net Generating Capacity	Hours of Operation	Deployment Schedule	Contract/Lease Period (Operating Date)
1	2.0 MW	24 hrs/day	20 calendar days from receipt of Notice to Proceed	6 months minimum and 12 months maximum (effective on 1 st day of commercial operation)
2	2.0 MW	8 hrs/day		

The Lessor shall deploy, install, test/commission, operate and maintain the truck-mounted and/or containerized modular generating sets including generator transformer/s, billing meter, protection/metering and control, power/control and instrumentation cables and associated electrical equipment at existing Boac Diesel Power Plant.

The Lessor shall provide and bear the cost of all the required spare parts, lubricating oil, greases, coolant, chemicals and other consumables throughout the contract duration, except fuel oil.

All equipment and materials to be provided by the Lessor shall be suitable for their intended purpose and shall comply with all applicable regulations, quality and dimensional standards.

TS-1.2 Project Location

The modular generating sets complete with auxiliary equipment, associated electrical equipment and devices shall be deployed to the existing Boac Diesel Power Plant located at Boac, Marinduque Island.

The existing Diesel Power Plant is located about 2.5 km. from the town proper of Boac.

The site can be reached through Roll-On-Roll-Off (RORO) vessels which ply daily in Balanacan (Mogpog) – Dalahican (Lucena City) route and Buyabud (Sta. Cruz) – Dalahican route.

TS-1.3 Delivery/Deployment Duration

The delivery, installation, testing and commissioning of the modular generating set/s shall be completed by the Lessor in twenty (20) calendar days from receipt of Notice to Proceed. Commercial Operation of the Plant shall commence after the completion of the said works.

TS-1.4 Lease Duration

The lease duration/contract shall be six (6) months minimum and twelve (12) months maximum period effective on the first day of commercial operation. It should be understood that such contract can be terminated any time after the first six (6) months minimum period of operation at the discretion of NPC depending on the power requirement of the local power system and the progress on NPC-SPUG plant expansion program.

NPC has the option to extend the contract on a month-to-month basis subject to availability of funds and applicable provisions of the Revised IRR of RA 9184.

TS-2.0 SCOPE OF WORKS

TS-2.1 By the Lessor

1. Provide the required "Net Generating Capacity" continuous output modular generating sets as specified in Table 1.1 of Clause TS-1.1 complete with auxiliary equipment, generator transformer/s, billing meter, cables, protection equipment, associated line materials and hardwares and other appurtenances as required in the Specifications.
2. The units shall be capable of parallel operation both at base load and voltage regulation at required net generating capacity while synchronized with NPC owned generating units of different make/s and rating/s. The Lessor may deploy gensets with different capacity including spare unit to meet the required net generating capacity provided that the number of units can be accommodated in the designated area within the plant site. The "Net Generating Capacity" means the net amount of power delivered based on prevailing site conditions measured at the kilowatt-hour demand meter (to be provided by Lessor) on the secondary (high voltage) side of the generator transformer as guaranteed by the Lessor for the duration of the lease period.
3. Guaranteed diesel fuel rate at site conditions shall not be more than 0.280 lit/kw-hr at dispatched monthly average load of 60 to 100 percent of net generating capacity. However, penalty shall be applied if the calculated fuel rate at site conditions exceeds the fuel rate guaranteed by the Lessor and to be computed as specified in Clause TS-4. Lessor and Lessee before the start of contract implementation shall establish and agree on fuel cap curve limit for the dispatched monthly average load that is below 60 percent of the net generating capacity.

In the event that dispatched monthly average load is below 60 percent of the net generating capacity due to NPC's advice, the dispatched monthly average load (in percentage) shall be computed based on the following formula:

$$\text{Total Generation for the Month} = \frac{\text{Sum of Unit Running Hours for the Month} \times \text{Number of Units Operated} \times \text{Rated Capacity}}{\text{Rated Capacity}}$$

NOTE: *The above computation applies only during the period of low dispatch (below 60% net generating capacity) as advised by NPC.*

4. The generating sets must be truck-mounted and/or containerized, multi-units, 1,800 RPM, 60 hz with generator voltage to be determined by the Lessor.
5. The generating sets and transformer/s shall be equipped with appropriate switchgear, protection and control, monitoring and metering devices to be installed at the space provided by Lessee.
6. The generator set package shall have black-start capability, to be able to start-up and operate without need for feedback power supply from the grid.
7. The typical operation schedule shall be as follows:

Sch.	Required Net Generating Capacity	Numbers of Hours of Operation
1	2.0 MW	720 hrs/mo.
2	2.0 MW	240 hrs/mo.*

NOTE: * Operation of the gensets more than the 8-hour daily operation shall be as required or directed by NPC.

8. Lessor shall be responsible for visiting/inspecting the deployment site and thoroughly investigate and familiarize himself with all the conditions surrounding the area, make assessment on the existing physical conditions and configurations of plant equipment where interconnections shall be made, take particular reference to its accessibility, means of communication and transportation, determine possible sources of materials and equipment to be supplied/utilized during project execution, 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 Lessor and no additional payment shall be made thereof by the Lessee.
9. Undertake packaging and transshipment of plant equipment from country of origin to the Philippines if not available locally including inland transports, installation and test/commissioning at site; and dismantling, repackaging, and inland/sea transports from the Philippines to country of source/origin at their own cost after the lease period.

10. Should all import duties, VAT and other taxes/levies imposed by the Philippine Government on the equipment brought into the Philippines by the Lessor.
11. Provide and born the cost of all spare parts, greases, lubricating oil, coolant, chemicals and other consumables throughout the contract duration, except fuel oil.
12. Provide qualified personnel at site who will undertake the supervision and operation of the plant including the conduct of periodic service, tests, and maintenance of the equipment to ensure continuous, efficient, reliable and safe operation of the plant. Lessor shall designate Resident Engineer or Technician at site to act as overseer of operation and maintenance during contract period.
13. Undertake the works if necessary which consist of, but not limited to the following:
 - 13a. Moving in, site preparation (backfilling and leveling as required), including furnishing, installing all equipment, test and commissioning, operating and maintaining the leased generating units.

Site emission tests shall be conducted by a Third Party Service Provider duly accredited by the Department of Environmental and Natural Resources-Environmental Management Bureau (DENR-EMB).
 - 13b. Supply of materials and installation/tapping to nearest source of water supply for domestic and potable water requirements of the modular generating units; and
 - 13c. Installation of perimeter lighting and seclusion fence (barb wires), if necessary.
14. Provide and install auxiliary equipment and its power supply requirement, if necessary. The Lessor shall be responsible for providing his own electric power supply requirements during the lease period. The Lessor may apply for connection from any distribution utility/cooperative available in the area.
15. Provide and install the required terminal equipment, power, control and protection cables, protection equipment, and other appurtenances required for the connection of Lessor's plant to the existing system.
16. Provide and install fuel lines from existing storage tank or fuel line, fuel day tank/s and fuel pumps if necessary, required number of fully calibrated "Digital" fuel meter (supply & return) and associated accessories for the safe and reliable performance of the fuel oil supply system. Accuracy of fuel flow meters shall be $\pm 0.5\%$ of total flow. Calibration certificates of flow meters shall be submitted by the Lessor to NPC prior to commencement of the lease period.

17. Undertake proper storage and disposal of waste oil and other kinds of waste from the genset and associated electrical equipment in accordance with DENR-EMB requirements and in coordination with Boac DPP. Waste oil shall be stocked in drums or appropriate container to maintain cleanliness. The lessor shall pay for the cost of transport, treatment and analysis, if required, all waste/used oil.
18. Prepare and provide the Lessee all necessary documents/data/information and pay all relative costs/fees for securing the following certificates and permits from DENR-EMB:
 - 18a. Environmental Compliance Certificate (ECC); and
 - 18b. Permit to Operate (PTO).

All expenses to be incurred during site inspection by the regulatory agencies and stack emission testing of the generating set shall be for the account of the Lessor.
19. Prepare and submit applications for securing the required Certificate of Compliance (COC) from ERC.
20. Comply with all the COC/ECC/PTO conditions, environmental regulations and the Project's Environmental Management Plan (EMP). Lessor shall be responsible for any and all liabilities or relative costs in case of environmental violations or violations relating to the responsibilities/conditions (e.g. designation of a Pollution Control Officer) annexed to the issuance of the COC, ECC and PTO.
21. Lessor shall hold NPC free and harmless from any liability or damage which may consequently arise in the event of violation of the COC/ECC/PTO and applicable environmental regulations. In which case, should NPC be made directly liable for such violation being the project proponent, Lessor shall reimburse any and all the expenses/costs incurred relative thereto.
22. Provide modular diesel genset/s that complies with the following Philippine environmental regulations:
 - 22a. Air Quality Standards of the Philippine Clean Air Act of 1999; and
 - 22b. DENR Environmental Standards for Noise in General Areas.
23. Submit Quarterly Self Monitoring Report (SMR) and Compliance Monitoring Report (CMR) including Daily Operations Report to Boac DPP who shall submit the SMR and CMR to DENR-EMB.
24. Provide administrative office and operator quarters for use by the Lessor at site.
25. Provide kilowatt-hour demand meter of appropriate accuracy class (0.2) duly approved by Energy Regulatory Commission (ERC)

including instrument transformers and other accessories at the high voltage side of the generator transformer/s for billing purposes.

26. Provide necessary communications equipment, i.e. High-band VHF radios, for coordination purposes with NPC.
27. After the lease period, the Lessor shall completely dismantle, repackage, and transport the genset/s and appurtenant equipment to the Lessor's yard at no cost to NPC. The Lessor shall clean the area of debris and hazardous materials resulting from the operation and maintenance of the equipment. The area should be free from safety and environmental hazards during and after the dismantling activities.
28. All other plant appurtenances and work activities not included in NPC's scope but are necessary not only for the completion but also for the safe and reliable operation of the plant. NPC shall not be held liable for any damage/s incurred due to Lessor's non-compliance with these requirements.

TS-2.2 By the Lessee

1. Provide the diesel fuel oil requirements of the genset/s. The basic specification of diesel fuel oil to be provided by NPC shall be as follows:

Property	Unit	ASTM Method	Min.	Max.
1. Density @ 15 C	kg/L	D-1289	0.82	0.88
2. Kinematic Viscosity @ 40 °C	cSt	D-445	1.7	5.5
3. Flash point	°C (°F)	D-93	55(131)	
4. Pour Point	°C (°F)	D-97		10 (50)
5. Cloud Point	°C (°F)	D-2500		16 (60.8)
6. Ash	% wt.	D-482		0.01
7. Sulfur	% wt.	D-4294/D-129		0.3
8. Water & Sediment	% vol.	D-2709		0.1
9. Water Content (by distillation)	% vol.	D-95		0.1
10. Calorific Value				
HHV	BTU/lb	D-240/D4868	19,600	
LHV	BTU/lb	D-4809	18,400	
11. Others				
a) Distillation Temperature 90% Recovery	°C	D-86		370
b) Carbon Residue, 10% Bottoms	% wt.	D-4530-85		0.35
c) Cetane Index		D-976	45	
d) ASTM Colour		D-1500		5.0
e) Sediment (by extraction)	% wt.	D-473		0.01
f) Copper strip corrosion, 3 h at 50 °C		ASTM D-130		No. 1
g) FAME content	% vol.	PNS EN 14078 modified	1.7	
		PNS EN	0.8	

h) Methyl laurate (C12 ME)	% wt.	14331 modified		
i) Free Water	% vol.			1.0

2. Provide space at site where the generating set/s can be installed, safely operated and maintained including an area to be used by the Lessor for administrative purposes.
3. In case of the existing Lessor at site, continue to provide the existing site space for the modular generating units, except otherwise directed by the Plant Management to relocate at new area/space within the plant compound. Any additional costs or improvements shall be borne by the Lessor.
4. Prepare and submit applications for securing the required Environmental Compliance Certificate (ECC) and Permit to Operate (PTO) from DENR-EMB as project proponent, and designate a DENR accredited PCO provided all relative costs shall be for the account of the Lessor.
5. Monitor compliance of the operation of modular generating set/s with the COC/ECC/PTO conditions, EMP and applicable environmental laws and regulations including Environmental Standards for Noise in General Areas, Air Quality Standards of the Philippine Clean Air Act of 1999 and Philippine Clean Water Act of 2004.

TS-3.0

DETERMINATION OF ACTUAL ENERGY DELIVERED AND FUEL CONSUMPTION

The monthly actual net energy in kWh delivered by the modular diesel gensets will be measured at the high voltage side of the main transformer/s using the metering equipment (with accuracy of +/- 0.2%) to be provided by the Lessor. Said metering equipment shall be calibrated prior to the commencement of the lease and shall be recalibrated every six (6) months thereafter either by the NPC SPUG-Technical Services personnel or a third party (cost to be shouldered by Lessor) to be witnessed by both NPC and Lessor representatives. Calibration certificates of the flowmeters shall be submitted by the Lessor to NPC.

The monthly fuel consumption shall be determined based on the readings from the fuel flowmeter supplied by the Lessor and fuel tank sounding. In case of discrepancy of the fuel consumption between the flowmeter and fuel tank sounding has reached 0.5% and above, the latter shall govern. Fuel consumption readings shall be recorded at the same time the kw-hr meter is read. The Lessor shall compile the monthly fuel consumption report of all units based on the monthly actual net power generations, duly signed by both parties.

The reading of the monthly actual net energy in kWh in the billing meter and the monthly fuel consumption determined from the fuel flow meters supplied by the Lessor shall be photographed on the day of reading/recording and

shall be duly attested by respective NPC and Lessor representatives. This will also serve as an attachment in the payment of monthly rental of the leased generating sets.

TS-4.0 CALCULATION OF ACTUAL FUEL CONSUMPTION AND PENALTY

Penalty for over consumption of fuel based on the agreed fuel cap curve limit will be made monthly and shall be calculated as follows:

1. Actual Fuel Consumption (AFC) Calculation Formula

$$AFC = \frac{\text{Fuel Flow Meter readings on 1}^{\text{st}} \text{ day of month (this month-last month)}}{AED}$$

2. Penalty (Pf) due to Over-consumption of Fuel Calculation Formula

$$Pf = DFC \times (AFC - GFR) \times AED \times 1.5$$

Where: DFC = Php/liter of diesel fuel delivered at site
 = (Fuel Price Build-Up of the Applicable Month) **plus**
 (Applicable Rate of Contracted Local Hauling Cost)
 = The DFC shall be based on the applicable Billing Month of Oil-Based Fuel Price Build-Up report provided by FCMD every 10th-15th of the month. The applicable Billing Month shall correspond to the billing period to be billed by the lessor
 AFC = liters/kWh (Delivered/metered)
 GFR = Guaranteed Fuel Rate per fuel cap curve limit, Liters/kWh
 AED = Actual Energy Delivered at the Billing Meter for the month, kWh (kWh reading this month - kWh reading last month)

NOTE: If computed value of Pf is negative, then Penalty is equal to zero

TS-5.0 CALCULATION OF ACTUAL POWER DELIVERED AND NON PAYMENT FOR SHORTFALLS

The Lessor's Net Generating Capacity must be readily available at anytime upon Lessee's demand for dispatch for the entire Lease Period. If at any time during the course of this contract, the Lessor is unable to deliver the Net Generating Capacity under the terms of this contract, then the Lessor shall not be paid (on pro rata basis) for that portion of the rental due for the period of time that the capacity is not available. Such non-payment takes effect only if shortfall period existed for at least 60 minutes accumulated within a month.

1. Example: Sch. 1 – 2.0 MW "Net Generating Capacity" continuous output modular generating sets at **24 operating hours per day**

Guaranteed Net Generating Capacity	:	2.0 MW
Power Available	:	1.8 MW (shortfall of 0.2 MW)

Unavailable period	:	10 hrs.
Rental Shortfall for the Month	=	Monthly Rental Rate x (0.2 MW/1.0MW) x (10 hrs / Total No. of Operating hrs in a month)
Actual Rental for the Month	=	Monthly Rental – Rental Shortfall for the Month (Pesos)

Where: *Monthly Rental Rate = Unit Price per day x Total No. of Days in a month*

Total No. of Operating hours in a month:

= 720 hrs. for the months of April, June, etc.

= 744 hrs. for the months of Jan., Mar., etc.

= 672/696 hrs. for the month of February

2. Example: Sch. 2 – 2.0 MW “Net Generating Capacity” continuous output modular generating sets at **8 maximum operating hours per day**

Guaranteed Net Generating Capacity	:	2.0 MW
Power Available	:	1.7 MW (shortfall of 0.3 MW)
Unavailable period	:	10 hrs.
Rental Shortfall for the Month	=	Monthly Rental Rate x (0.3 MW/2.0MW) x (10 hrs/Total No. of Operating hrs. in a month)
Actual Rental for the Month	=	Monthly Rental – Rental Shortfall for the Month (Pesos)

Where: *Monthly Rental Rate = Unit Price per Day x Total No. of Days in a month*

Total No. of Operating hours in a month:

= 240 hrs. for the months of April, June, etc.

= 248 hrs. for the months of Jan., Mar., etc.

= 224/232 hrs. for the month of February

NOTE: *Penalty shall be imposed if the accumulated shortfall within a month exceeds 60 minutes and the succeeding minutes expressed in fraction of an hour are already considered one (1) hour.*

TS-6.0 CALCULATION OF PENALTY DUE TO POWER SUPPLY SHORTFALL

Aside from non-payment by the Lessee of capacity shortfall, the Lessor shall pay penalty to the Lessee for that portion of shortfall for the period of time that the capacity is not available. The penalty calculation shall be the same as the Rental Shortfall for the Month specified in Clause TS-5.0. Hence, the Actual Rental for the Month shall have to be deducted with the Rental Shortfall for the month.

In effect, due to capacity shortfall, the computed Rental Shortfall for the Month shall be deducted twice in the Monthly Rental Rate, one for non-payment of shortfall and the other as penalty.

TS-7.0 PENALTY DUE TO ENVIRONMENTAL REGULATIONS

In case the Local Government Units/Department of Environment & Natural Resources (LGUs/DENR) order the closure of the unit/s or the entire plant due to non-compliance to the environmental regulations as required in the relevant clauses of this Specifications, the Lessor shall remedy and /or replace said non-complying power generating units with other units that will satisfy the requirements of said regulations without cost to the Lessee. The non-operation of the Lessor's unit/s due to non compliance to the environmental regulations shall be treated as Power Supply Shortfall, hence, the computation of penalty as specified in TS-6.0 applies.

The Diesel Generator Set/s shall comply with the Emission Standards of the Philippine Clean Air Act of 1999, including but not limited to the following:

Pollutant	Maximum Permissible Limit (mg/Ncm)	Method of Sampling	Method of Analysis
NOx	2000 as NO ₂	USEPA Methods 1 through 4 & Method 7	Phenol-disulfonic acid Method or per sampling method
SOx	700 as SO ₂	USEPA Methods 1 through 4 & Method 6 or 8 as appropriate	As per sampling method
CO	500 as CO	USEPA Method 3 Or 10	Orsat Analysis or NDIR
Particulates	200	USEPA Methods 1 through 5	Gravimetric per sampling method

The Diesel Generator Set/s shall comply with the DENR Environmental Quality Standards for Noise in General Areas as follows:

Area (Category)	Maximum Allowable Noise Level, dB(A)		
	Daytime (9am to 6pm)	Evening/Morning (6pm-10pm) (5am-9am)	Nighttime (10pm to 5am)
Schools, Hospitals (AA)	50	45	40
Residential (A)	55	50	45
Commercial (B)	65	60	55
Light Industrial (C)	70	65	60
Heavy Industrial (D)	75	70	65

TS-8.0 CALCULATION OF PAYMENT FOR THE MONTH

On a monthly basis, the Lessee shall pay the Lessor an amount based on the following calculation:

Payment for the month = Monthly Rental Rate/s* **less** Deduction on Rental for the Month due to Shortfall (if any) **less** applicable penalties (if any) **plus** **Amount of Rental from excess of 8 Operating Hours per day (if any).

* Refer to Clause TS-5.0

** for Sch. 2 of Clause TS-1.1 only & Refer also to Clause TS-9.0

TS-9.0 CALCULATION FOR PAYMENT IN EXCESS OF EIGHT (8) CONTRACTED OPERATING HOURS PER DAY

On a monthly basis, the Lessee shall pay the Lessor the amount of rental (after calculated Monthly Rental Rate) for the excess of eight (8) operating hours per day based on the following formula:

Amount of Excess Hours, ₱ = Monthly Rental Rate x (Excess Hours/Total No. of Operating Hrs in a Month)

Example:

Unit Price per Day (@ 2.0 MW & 8-hour Operation/Day) = ₱ 32,000.00
Actual Running Hours/Month = 280 Hours
Maximum Operating Hours/Month = 240 Hours

$$₱ = ₱ 32,000.00 \times 30 \text{ days} \times (280-240)\text{hrs}/240 \text{ hrs}$$

Where: Monthly Rental Rate = Unit Price per Day x Total No. of Days in a month

Total No. of Operating hours in a month:

*= 240 hrs. for the months of April,
June, etc.*

*= 248 hrs. for the months of Jan.,
Mar., etc.*

*= 224/232 hrs. for the month of
February*

NOTE: *Payment in excess of eight (8) operating hours per day shall apply if the accumulated excess within a month exceeds 60 minutes plus the succeeding minutes, if any.*

TS-10.0 TEST AND COMMISSIONING

TS-10.1 General

After installation of the generating sets at the site and prior to the commercial operation of the generating sets, the Lessor shall perform at his own expense all tests required to ensure adequacy of materials and guaranteed data conform to the requirements of the specifications and standards.

NPC and/or its duly authorized representatives shall be entitled to attend and witness all applicable tests detailed in the relevant sections. NPC shall be notified by the Lessor five (5) days in advance about any tests requiring the presence of NPC.

For generating set/s that fail to conform with the Specification, the Lessor shall either replace or make any alternations necessary to meet the requirements of the Specifications at no costs to NPC.

NPC may provide qualified operation personnel to assist the Lessor during the Test and Commissioning under his direction.

Lubricating oil, lubricants, coolant, chemicals and other consumables required during the test and commissioning shall be borne by the Lessor except for Fuel oil which shall be supplied by NPC.

TS-10.2 Commissioning Test

The Commissioning Test shall be carried-out after installation of the generating sets to ascertain its fitness for operation and shall include the following:

1. Trial run of individual auxiliary equipment;
2. System sequential operation;
3. Generating unit tripping device test;
4. No load operation of diesel generating sets;
5. Test of control systems safety and operating functions;
6. Unit start-up/stop tests;
7. Unit synchronization;
8. Load sharing test;
9. Load rejection test (at 50%, 75% and 100%);
10. Capacity & fuel rate test (at 50%, 75% and 100%); and

11. Tests for Sound Pressure Level, SOx, NOx, CO and Particulates Emission Levels. SOx and Particulate testing are not required for engine stack size is less than 12" Ø. Emission testing on each stack is required for diesel gensets with dual stacks.

All tests shall be performed in accordance with the approved Test Procedures to be submitted by the Lessor.

Load Test & Fuel Oil Consumption Test

50% load	30 minutes
75% load	30 minutes
100% load	1 hour

Before each test, the diesel generating set/s shall be stabilized at a given load for duration of thirty (30) minutes or as recommended by the Manufacturer. After the stabilization period, initial readings shall be recorded and succeeding readings shall be taken every ten (10) minutes thereafter for a period as specified above or as specified in the approved test procedure except otherwise any period as agreed prior to test. As minimum, there shall be three (3) test runs at each test point for both the power output and fuel oil consumption at 100% load. The computed results shall be the time-weighted average of related readings.

Test for Sound Level, SOx, NOx, CO and Particulates Emission Levels shall be conducted during the Load Test at 100% Load.

Site emission tests shall be conducted by a third party service provider duly accredited by the Department of Environmental and Natural Resources-Environmental Management Bureau (DENR-EMB) and to be witnessed by DENR-EMB and/or his designated representative/s. The original copy of the test results shall be submitted to NPC

SECTION VI

TECHNICAL SPECIFICATIONS

(PART II - TECHNICAL DATA SHEETS)

PART II – TECHNICAL DATA SHEETS

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SECTION	DESCRIPTION	PAGE
VI.II.1	DIESEL GENERATING SET/S DATA Sch 1: 2000kW @ 24 hr/day operation	VI-TDS-1
VI.II.2	DIESEL GENERATING SET/S DATA Sch 2: 2000kW @ 8 hr/day operation	VI-TDS-2
VI.II.3	FUEL CONSUMPTION @ NET GENERATING CAPACITY	VI-TDS-3

Name of Firm

Name & Signature of Representative

Designation



SECTION VI - TECHNICAL SPECIFICATIONS

PART II - TECHNICAL DATA SHEETS

NOTES

1. The Bidder shall fill-in all the data as required. The Bidder shall use additional sheets as necessary for any other additional information following the format shown herein or by reproducing the same.
2. NPC reserves the right to reject Bids without proper and/or specific data and information as required herein.
3. The data required are technical features and characteristics of the leased Equipment to be provided by the bidder. Bidder's proposal shall at least be equal or superior than the requirements specified by NPC.

Name of Firm

Name & Signature of Representative

Designation



PART II - TECHNICAL DATA SHEETS

VI.II.1 – DIESEL GENERATING SET/S DATA

SCH. 1: 24 HR/DAY OPERATION @ 2,000 KW NET GENERATING CAPACITY

ITEM	DESCRIPTION	UNIT	NPC REQUIREMENT	SUPPLIER'S DATA
1.1	Manufacturer	-	By Lessor	
1.2	Model/Type	-	By Lessor	
1.3	Modular Diesel Generator Set/s	-	Black Start Capability	
1.4	Net Generating Capacity measured at the high voltage side of the main transformer (aggregate)	kW	2,000 (Continuous Output @ site conditions)	
1.5	Guaranteed Fuel Rate at 2,000 kW Net Generating Capacity (Average)	li/kW-hr	0.280 (maximum @ site conditions)	
1.6a	Rated Capacity per Unit	kW	By Lessor	
1.6b	Number of Units (with Standby Unit, if any)	-	By Lessor	
1.7	Voltage	V	By Lessor	
1.8	Power factor	-	0.80 minimum	
1.9	Frequency	Hz	60	
1.10	No. of Phases	Ø	3	
1.11	Rated Speed	RPM	1800	
1.12	Transformer Capacity	KVA	By Lessor	
1.13	Maximum Sound Pressure Level @ 1 meter distance	dBA	85	
1.14	Maximum Permissible NOx (as NO ₂)	mg/Nm ³	2000 as NO ₂	
1.15	Maximum Permissible SOx (as SO ₂)	mg/Nm ³	700 as SO ₂	
1.16	Maximum Permissible CO	mg/Nm ³	500 as CO	
1.17	Particulates	mg/Nm ³	200	
1.18	Synchronizing Module	-	Included	
1.19	Parallel Operation & Load Sharing Function	-	Included	

Name of Firm

Name & Signature of Representative

Designation

PART II - TECHNICAL DATA SHEETS

VI.II.2 – DIESEL GENERATING SET/S DATA

SCH. 2: 8 HR/DAY OPERATION @ 2000 KW NET GENERATING CAPACITY

ITEM	DESCRIPTION	UNIT	NPC REQUIREMENT	SUPPLIER's DATA
2.1	Manufacturer	-	By Lessor	
2.2	Model/Type	-	By Lessor	
2.3	Modular Diesel Generator Set/s	-	Black Start Capability	
2.4	Net Generating Capacity measured at the high voltage side of the main transformer (aggregate)	kW	2000 (Continuous Output @ site conditions)	
2.5	Guaranteed Fuel Rate at 2000 kW Net Generating Capacity (Average)	li/kW-hr	0.280 (maximum @ site conditions)	
2.6a	Rated Capacity per Unit	kW	See above Item 1.6a	
2.6b	Number of Units (with Standby Unit, if any)	-	See above Item 1.6b	
2.7	Voltage	V	By Lessor	
2.8	Power factor	-	0.80 minimum	
2.9	Frequency	Hz	60	
2.10	No. of Phases	Ø	3	
2.11	Rated Speed	RPM	1800	
2.12	Transformer Capacity	KVA	See above Item 1.12	
2.13	Maximum Sound Pressure Level @ 1 meter distance	dBA	85	
2.14	Maximum Permissible NOx (as NO ₂)	mg/Nm ³	2000 as NO ₂	
2.15	Maximum Permissible SOx (as SO ₂)	mg/Nm ³	700 as SO ₂	
2.16	Maximum Permissible CO	mg/Nm ³	500 as CO	
2.17	Particulates	mg/Nm ³	200	
2.18	Synchronizing Module	-	Included	
2.19	Parallel Operation & Load Sharing Function	-	Included	

Name of Firm

Name & Signature of Representative

Designation

NATIONAL POWER CORPORATION



VI-TDS-2

PART II - TECHNICAL DATA SHEETS

VI.II.3 - FUEL CONSUMPTION @ NET GENERATING CAPACITY (FOR EVALUATION PURPOSES)

A	B*	C	D	E
DG Set/s Net Generating Capacity at Site Conditions (kW)	DG Set/s Guaranteed Fuel Rate at Net Generating Capacity @ Site Conditions (Liters/kilowatt-Hour)	Cost of Fuel (PhP/Ltr)	No. of Operating Hours (Hrs)	Twelve-Month Cost of Fuel Consumption at 100% Load Net Generating Capacity (PhP) (A x B x C x D)
2,000 (Sch. 1)		30.78	8760**	
2000 (Sch. 2)		30.78	2920****	

NOTES: * The DG set/s guaranteed fuel rate at respective net generating capacity should be the same with corresponding Items 1.5 and 2.5 of Sections VI.II.1 and VI.II.2, respectively (Diesel Generating Sets Data - Technical Data Sheets). In case of discrepancy, the data specified in Items 1.5 and 2.5 of Sections VI.II.1 and VI.II.2, respectively, shall govern.

** The estimated number of operating hours is based on 24 hrs/day, 365 days/year.

*** The required number of operating hours is 8 hours per day for a period of 365 days per year.

Name of Firm

Name & Signature of Representative

Designation

SECTION VII

SCHEDULE OF REQUIREMENTS

(BID PRICE SCHEDULE)

SECTION VII – SCHEDULE OF REQUIREMENTS

BID PRICE SCHEDULE (BPS)

Item	Work Description	Quantity	Unit of Measure	Unit Price per Day (in PhP)	Total Price for 12-month (in PhP)
1.0	Rental/Lease Rate at 2.0 MW for 24 hours operation per day including Operation & Maintenance, Billing Meter, Transformer/s and VAT	365	days		
2.0	Rental/Lease Rate at 2.0 MW for 8 hours operation per day including Operation & Maintenance, Billing Meter, Transformer/s and VAT	365	days		
3.0	Mobilization/Transportation Cost including Installation, Tapping, Test & Commissioning and VAT	1	Lot	-	
4.0	Demobilization/Transportation including Disconnection, Site Clean-up and VAT	1	Lot	-	
5.0	Insurance (Foreign and Local)	1	Lot	-	
6.0	Import Duties, and Other Taxes, Levies imposed by country of origin and Philippine Government on equipment brought in	1	Lot	-	
TOTAL					

Name of Firm

Name & Signature of Representative

Designation



SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

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

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders

A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

1. ELIGIBILITY DOCUMENTS

a. (CLASS A)

➤ Any of the following:

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

OR:

- The following updated and valid Class "A" eligibility documents enumerated under "Annex A" of the Platinum Membership:
 - Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
 - Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the Revised IRR of RA 9184.
 - The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
 - Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR or as stated under GPPB NPM-039-2014, for Non-Resident Foreign Corporation (NRFC) and Non-Resident Alien Not Engaged in Trade or Business (NRANETB), a Delinquency Verification Certificate may be submitted as a form of Tax Clearance;

OR:

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

(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
- Omnibus Sworn statement using any of the following form:
 - NPCSF-GOODS-07a - for Sole Proprietorship;
OR
 - NPCSF-GOODS-07b - for Partnership/Corporation/Cooperative/Joint Venture with the following supporting documents:
 - In the case of corporations, board/partnership resolution or secretary's certificate, granting full powers to the authorized signatory;
 - For Joint-Venture, a resolution, duly signed by all the joint-venture partners granting full powers to the authorized signatory
- Duly signed and completely filled-out Technical Data Sheets (Section VI – Part II)

Standard Form No: NPCSF-GOODS-01

- Brochures and performance characteristics of Goods offered in conformity with the technical specifications that include the following:
 - Diesel Engine & Generator Performance Curves
 - Engine Fuel Oil Consumption vs. Load

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 Bid Price Schedules (Section VII) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.
- For Domestic Bidder claiming for domestic preference:
 - Letter address to the BAC claiming for preference
 - Certification from DTI as Domestic Bidder in accordance with the prescribed forms provided

CONDITIONS:

1. Bidders shall submit five (5) set of documents. One (1) set containing either the originals or certified true copies of the first and second components of its bid and the other four (4) sets which are photocopies of the 1st set of documents (original or certified true copies). **EACH AND EVERY PAGE OF ALL 5 SETS** (original and the other four (4) sets) **must be authenticated with original signatures** (preferably in blue or red ink) by the bidder or his duly authorized representative. Non compliance shall be ground for disqualification.

If there is any discrepancy between the 1st set of original/certified true copy documents and the four (4) sets of photocopied documents of the same project, the documents in the 1st set of original/certified true copy documents shall prevail and shall be the basis for rating and evaluation of bids during bid opening.

Further, should there be any lacking documents in the four other copies, the reference for completeness for rating purposes shall be the set of original/ certified true copy documents.

2. For Joint Venture, each partner of a joint venture agreement shall submit the document required in ITB Clause 12.1(a)(i). Submission of other documents required under ITB Clause 12.1 by any of the joint venture partners constitutes compliance.
3. In the case of foreign bidders, except for the Tax Clearance, the eligibility requirements under Class "A" Documents may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other 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).
4. 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.(f) of the revised IRR of R.A. 9184.

Standard Form Number: NPCSF-GOODS-02

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

Business Name
Business Address

[illegible]

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

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

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

Submitted by _____

Designation _____

Date _____

(Printed Name & Signature)

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____

Business Address : _____

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

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

Submitted by : _____

Designation : _____

Date : _____

(Printed Name & Signature)

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

NAME OF PROJECT

CONTRACT AMOUNT

That the capital contribution of each member firm:

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

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____

2. _____

Standard Form Number: NPCSF-GOODS-05
Page 2 of 2

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this _____ day of _____, 200____, personally appeared _____, authorized representative, of _____ with Community Tax Certificate No. _____, issued at _____, on _____, AND _____, authorized representative, of _____ with Community Tax Certificate No. _____, issued at _____, on _____ known to me to be the same person who executed the foregoing instrument consisting of two (2) pages, including the page whereon the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and they acknowledged before me that the same are their free and voluntary acts and deeds and that of the Corporations they represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20_____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

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

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

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURES(S) _____

NAME(S) AND TITLE(S) _____ NAME(S) _____

SEAL _____ SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
LEASE OF 4.0 MW MODULAR DIESEL GENSETS FOR BOAC DPP
LuzP20Z1154SI

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

*I/We*¹, the undersigned, declare that:

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

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

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

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

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

SUBSCRIBED AND SWORN to before me this ____ day of ____ 20____ at
_____, Philippines. Affiant/s is/are personally known to me and was/were
identified by me through competent evidence of identity as defined in the 2004 Rules on
Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her [insert type of
government identification card used], with his/her photograph and signature appearing
thereon, with no. _____ and his/her Community Tax Certificate No.
_____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____, 20____.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]

Doc. No. ____
Page No. ____
Book No. ____
Series of ____

Standard Form No: NPCSF-GOODS-07b

**OMNIBUS SWORN STATEMENT
(PARTNERSHIP/CORP/COOP/JV)**

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. I am the duly authorized and designated representative of [Name of Bidder]_____ with office address at [address of Bidder]_____;
2. I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder]_____ in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder]_____ is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. 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 with the eligibility requirements under ITB Clause 5 of the bidding documents;
8. [Name of Bidder]_____ will accept corrections made to our bid to consider computational errors, omissions and other bid modifications, which shall be calculated in monetary terms to determine the calculated prices;
9. [Name of Bidder]_____ is free and clear of all tax liabilities to the government;
10. [Name of Bidder]_____ is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examined and accepted all of the Terms and Conditions of the Bidding Documents;

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.

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- b) Conducted site inspection and acknowledged all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
 - d) Inquired or secured Supplemental/Bid Bulletin(s) issued for the [Name of the Project]____; and
11. [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.

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

Name and Signature of
Bidder's Representative/Authorized Signatory

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this ____ day of _____, 20____, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.

Standard Form No: NPCSF-GOODS-07a

**OMNIBUS SWORN STATEMENT
(SOLE PROPRIETORSHIP)**

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. I am the sole proprietor of [Name of Bidder]_____ with office address at [address of Bidder]_____;
2. As the owner and sole proprietor of [Name of Bidder]_____, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for _____ [name of project]_____ of the **National Power Corporation**.
3. 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;
4. [Name of Bidder]_____ is authorizing the President of NPC or its duly authorized representative(s) to verify all the documents submitted;
5. I am 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;
6. [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;
7. [Name of Bidder]_____ complies with existing labor laws and standards and with the eligibility requirements under ITB Clause 5 of the bidding documents;
8. [Name of Bidder]_____ will accept corrections made to our bid to consider computational errors, omissions and other bid modifications, which shall be calculated in monetary terms to determine the calculated prices;
9. [Name of Bidder]_____ is free and clear of all tax liabilities to the government;
10. [Name of Bidder]_____ is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examined and accepted all of the Terms and Conditions of the Bidding Documents;

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.

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Page 2 of 2

- b) Conducted site inspection and acknowledged all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
 - a) Inquired or secured Supplemental/Bid Bulletin(s) issued for the [Name of the Project]____; and
11. [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.

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

Name and Signature of
Bidder's Representative/Authorized Signatory

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this ____ day of _____, 20____, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **LEASE OF 4.0 MW MODULAR DIESEL GENSETS FOR BOAC DPP (LuzP20Z1154SI)** in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for ITB Clause 18.2 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 as per ITB Clause 5 of the Bidding Documents.

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

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

[name and signature of authorized signatory]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

[name of bidder]

CERTIFICATION AS A DOMESTIC BIDDER

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

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

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

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

Name

Position

Department of Trade & Industry