



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

BIDDOCUMENTS

Name of Project : SUPPLY OF LABOR, TOOLS, EQUIPMENT AND MATERIALS FOR THE HAULING OF 2 X 500 KW DIESEL GENSETS INCLUDING TRANSFORMERS, CONTROL PANELS, ASSOCIATED ELECTRICAL EQUIPMENT AND OTHER APPURTENANCES FROM NPC MINUYAN TO BASCO DPP

PR No. : LuzP21Z1348Ss | HO-PIB22-007 (PB2)

Contents:

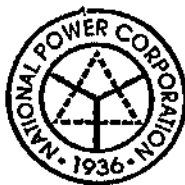
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Design and Development Department



SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2022-0190

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

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
S1-CAY22-002 / PB220322-JC (PB2) Supply and Delivery of Routinary Mechanical Spare Parts for 163kW Perkins Genset Model 2006-TG1 with Engine Serial Number 8B2736U87579V & 8B2736U87580V of Calayan Diesel Power Plant	Supply and Delivery of Diesel Generating Sets or Mechanical and/or Electrical Parts / Components / Equipment for Diesel Generating Sets	18 April 2022 9:30 A.M	02 May 2022 9:30 A.M	P 1,276,190.00 / P 5,000.00
S1-BOA22-002 / PB220112-JD (PB2) Supply and Delivery of MAN-HND Spare Parts for Boac DPP, Bantad, Boac, Marinduque	Supply and Delivery of Diesel Generating Sets or Mechanical and/or Electrical Parts / Components / Equipment for Diesel Generating Sets	18 April 2022 9:30 A.M	02 May 2022 9:30 A.M	P 4,470,000.00 / P 5,000.00
MG-A5C22-001 / PB220502-HG Supply and Delivery of Transformer Radiator Oil Coolers with Cooling Fans for 62MVA Power Transformer in Agus 4 HEPP, Nangka, Balo-I, Lanao Del Norte	Supply and Delivery of Transformer Radiator Oil Coolers for Power Transformer of at least 62 MVA capacity	18 April 2022 9:30 A.M	02 May 2022 9:30 A.M	P 30,000,000.00 / P 25,000.00

<p>S4-PIC22-001 / PB220111-HG00512 (PB2)</p> <p>Supply, Delivery, Installation, Test and Commissioning of 2 x 30 kW Modular Diesel Gensets, Associated Electrical Equipment & Balance of Plant for the Electrification of New Area in Paarol Island, Banguingui, Sulu</p>	<p>Supply, Delivery, Installation, Test and Commissioning or Construction of Power Facilities, Installation, Test and Commissioning of Diesel Generating set/s with at least one unit capacity of 30kW Prime or Continuous Power w/ power transformer/s of at least 50 kVA rating</p>	<p>18 April 2022 9:30 A.M</p>	<p>02 May 2022 9:30 A.M</p>	<p>P 20,298,125.00 / P 25,000.00</p>
<p>HO-PIB22-003 / PB220330-HG00051 (PB2)</p> <p>Supply, Delivery, Installation and Test of 1 x 35 KL FOST and 2 x 60 KL FOST for Patnanungan DPP, Palanan DPP and Jomalig DPP Including Construction of Associated Facilities under Package 1</p> <p>• PCAB License: License Category of at least "Category D – General Building" and registration classification of at least "Small B – Building and Industrial Plant" or "Small B – Mechanical Work"</p>	<p>Construction of Fuel Oil Storage Tank, including its concrete foundation and associated works with capacity of not less 35 cu.m</p>	<p>18 April 2022 9:30 A.M</p>	<p>02 May 2022 9:30 A.M</p>	<p>P 14,497,000.00 / P 25,000.00</p>
<p>HO-PIB22-007 / PB220330-JD00049 (PB2)</p> <p>Supply of Labor, Tools, Equipment and Materials for the Hauling of 2 x 500 kW Diesel Gensets Including Transformers, Control Panels, Associated Electrical Equipment and Other Appurtenances from NPC Minuyan to Basco DPP</p>	<p>Transfer or Construction of Power Facilities of Diesel Generating Sets or Erection, Installation, Test and Commissioning of Diesel Power Plant</p>	<p>18 April 2022 9:30 A.M</p>	<p>02 May 2022 9:30 A.M</p>	<p>P 14,497,000.00 / P 25,000.00</p>
<p>Venue: Kañao Function Room, NPC Bldg. Dilliman, Quezon City</p>				

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 No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
S1-CAY22-002	Sixty (60) Calendar Days	Ten (10) Years
S1-BOA22-002	Sixty (60) Calendar Days	Ten (10) Years
MG-A7C22-001	Ninety (90) Calendar Days	Fifteen (15) Years
S4-PIC22-001	Two Hundred Forty (240) Calendar Days	Fifteen (15) Years
HO-PIB22-003	Two Hundred Forty (240) Calendar Days	-
HO-PIB22-007	Ninety (90) Calendar Days	Ten (10) Years

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

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

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

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

- Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
- A "No Face mask / No Entry" policy shall be implemented in the NPC premises. Face mask shall be 3-ply surgical or KN95 mask type.
- The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
- The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

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

BIR Road cor. Quezon Avenue

Diliman, Quezon City

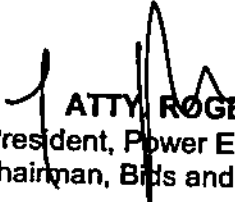
Tel Nos.: 8924-5211 and 8921-3541 local 5244/5504

Fax No.: 8922-1622

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

12. You may visit the following websites:

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


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

SECTION II

INSTRUCTIONS TO BIDDERS

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

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SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The National Power Corporation (NPC or NAPOCOR) wishes to receive Bids for the **SUPPLY OF LABOR, TOOLS, EQUIPMENT AND MATERIALS FOR THE HAULING OF 2 X 500 KW DIESEL GENSETS INCLUDING TRANSFORMERS, CONTROL PANELS, ASSOCIATED ELECTRICAL EQUIPMENT AND OTHER APPURTENANCES FROM NPC MINUYAN TO BASCO DPP**, with identification number **LuzP21Z1348Ss**.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2021 in the amount specified in the Invitation to Bid.
- 2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

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

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within Ten (10) Years years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC) (NPCSF-GOODS-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02) shall comply with the documentary requirements specified in the BDS.

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to refer to projects involving transfer or construction of power facilities of Diesel Generating Sets or erection, installation, test and commissioning of Diesel Power Plant.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <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); or Sales Invoice <p>The prospective bidders shall declare its Joint Venture partner during the purchase of bid/tender documents. Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes. Failure to do so shall be a ground for disqualification/non-acceptance of its bid.</p>

10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Proposal as specified in Clause TS-7.0 of Section VI - Technical Specifications; 2. Complete eligibility documents of the proposed sub-contractor, if any
12	The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p>
19.5	If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.
20.1	<p>Additional documents to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> a. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02); b. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02; c. Drawings and documents to be submitted during post-qualification process as specified in the Section VI-Technical Specifications, if any;
20.2	The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
21.2	Notice to Proceed.

SECTION IV

GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

SECTION V- SPECIAL CONDITIONS OF CONTRACT

SECTION V

**SPECIAL CONDITIONS OF
CONTRACT**

SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
6.2	<p>It shall be the obligation and responsibility of the Contractor to carry out the required services specified in Section VI – Technical Specifications upon commencement of the Contract and in accordance with this Contract, including but not limited to the following conditions:</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Insurance –</p> <p>The Contractor shall fully insure the equipment to their full declared value during loading, unloading and transport from the point of origin at SPUG Luzon Operations Department (LOD) Warehouse at Minuyan, San Jose Del Monte, Bulacan to the delivery points/SPUG Power Plants specified in the Technical Specifications.</p>

	<p>The Contractor shall provide NPC a comprehensive Marine Insurance Policy or a Voyage Policy applicable to the said transfer. The Marine Policy shall include but not limited to the following:</p> <ul style="list-style-type: none"> a) Assured Property – A schedule of equipment, accessories, description, quantity and declared value. The list of equipment, accessories shall form part of the voyage policy. b) Period – The period of transfer shall not be more than Sixty (60) Calendar Days. c) Limit of Liability equivalent to the total declared amount of the diesel gensets and accessories. d) Voyage Clause – At and from SPUG Luzon Operations Department (LOD) Warehouse at Minuyan, San Jose Del Monte, Bulacan to port and/or places in the Philippines including inter-island and inland shipment to the delivery point specified in the Technical Specifications. e) Conveyance Clause – By vessels of Institute Classification Standards and connecting conveyances and/or road and inter-island and inland including hi-jacking. <p>The Contractor shall be the named insured under the Policy. The Loss Payable Clause shall form part of the policy which states that loss, if any, is payable to the National Power Corporation (NPC) or creditor, as its respective interest may appear. The insurance premium and other related costs shall be to the account of the Contractor.</p> <p>Transportation –</p> <p>The Supplier is required under Contract to deliver the Goods to the project site. Transport of the Goods to the port of destination in the Philippines, including insurance and storage, as specified in this Contract, shall be arranged and paid for by the Supplier, and the related cost thereof shall be included in the Contract Price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. Risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance by the Procuring Entity at the final destination.</p>
2.2	<p>Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from effectivity of the contract and upon the submission to and acceptance by the Procuring Entity of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.</p> <p>All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.</p>

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

3.2	<ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: "To guarantee the faithful performance of the Principal's obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties." 2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: <ol style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.
4	The inspections and tests that will be conducted are specified in the Technical Specifications.

SECTION VI

TECHNICAL SPECIFICATIONS

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PART I - TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

This specification covers the technical requirements for the **supply of labor, tools, equipment and materials for the hauling of 2 x 500 kW diesel gensets including transformers, control panel, spare parts and tools, associated electrical equipment and other appurtenances from NPC Minuyan, San Jose del Monte, Bulacan to Basco DPP, Basco, Batanes.**

The works shall include dismantling, handling, crating/packing as required, transporting, lifting, loading, and unloading of the gensets, transformers and other auxiliaries from the point of origin to delivery point at plant site.

The Supplier shall be responsible for the sea and land transportation of the gensets and auxiliaries, transformers, control panels, spare parts and tools, power cables and terminal lugs under this Specification and shall ensure that they are safely and timely delivered to the specified delivery site. Supplier shall be deemed to have visited the site and other areas on the route of delivery, including port facilities, inter-island shipping facilities, island transport, access roads, and bridges and to have acquainted themselves with all factors that will affect the cost of shipping and freight to site. Any damages to the roads, bridges, railways, etc. arising out of neglect of Supplier shall be the responsibility of the Supplier. Likewise, any additional claim attributable to Supplier's lack of knowledge and understanding on existing conditions of the delivery site shall not be given due credence.

The Supplier shall be responsible for all charges, i.e. insurance, shipping, handling, and road transport. These charges shall be included in the Bid Price.

The Supplier shall accept full responsibility for the conformance of his work to the specifications, documentation, reports, preparation for safety procedures, and compliance with the requirements of this Specification.

Utmost care shall be strictly observed by the Supplier during dismantling, handling, lifting, loading, unloading and transporting to avoid damage of any kind to the gensets, transformers, control panels, power cables and terminal lugs including other existing equipment & structure in delivery plant site.

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

TS-2.0 SCOPE OF WORK

The scope of work shall cover but not limited to **Supply of Labor, Tools, Equipment and Materials for the Hauling of 2 x 500 kW Diesel Gensets Including Transformers, Control Panels, associated Electrical Equipment and other Appurtenances from NPC Minuyan to Basco DPP.** The works include dismantling, handling, packing/crating as required, transporting, lifting, loading, and unloading.

Hauling shall be a combination of land transportation and any sea going vessels such as LCT (Landing Craft Transport) for beach landing or RORO vessel as may be applicable, from **NPC Brgy. Minuyan, San Jose del Monte, Bulacan, to Basco DPP, Brgy. Kaychanarianan, Basco, Batanes** on a "Door to Door" basis.

The genset and transformer dimensions (L x W x H) and their corresponding weight including controllers, auxiliaries and appurtenances are as follows:

DESCRIPTION	DIMENSIONS L x W x H (m)	QTY	TOTAL WEIGHT/UNIT (kg)
Open-type Genset (500 kW)	4.11 x 2.02 x 2.22	Two (2) Sets	8,200
Day Tank (1,000 Li)	1.20 x 0.75 x 1.20 (excluding steel support)	Two (2) Sets	300 (approx.)
Mechanical Spare Parts, Tools and auxiliaries	-	One (1) lot	500 (approx.)
Generator Control and Protection Panel	0.70 x 0.60 x 2.02	Two (2) Sets	200 (approx.)
Transformer (750 kVA)	1.73 x 1.23 x 1.35	Two (2) Sets	2,060
Power Cables	-	One (1) Lot	1,100 (approx.)

The Bidder may opt for the appropriate mode of transporting the gensets, transformers and associated mechanical and electrical equipment whether by air, sea or road en-route to the final place of delivery depending on the availability of piers/port, roadways and lifting facilities available in the localities.

To verify/confirm the actual dimensions and physical conditions of all the equipment and to have good transport planning, the Bidder is required to conduct actual inspection at the site/point of origin in NPC Brgy. Minuyan, San Jose del Monte, Bulacan. The Bidder shall submit Certificate of Inspection duly signed by the Plant Manager or designated representative.

SECTION VI – TECHNICAL SPECIFICATIONS

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The Supplier shall carefully store all dismantled equipment and materials transported to the delivery site. The Supplier shall provide temporary shelter/cover such as tarpaulin or equivalent type of cover for protection of the equipment during the storage.

The work shall include all and every work and service although not specifically detailed herein but are required to fully complete the hauling of the equipment from NPC Brgy. Minuyan, San Jose del Monte, Bulacan.

Other works and services to be performed by the Supplier under this contract shall include the following:

- a) Provide services of highly qualified and experienced personnel having expertise in this kind of works.
- b) Provide equipment/tools/materials necessary in the conduct of the required works as per contract for satisfactory completion of the work;
- c) Responsible for insurance fee and all other miscellaneous fees/charges during transporting.
- d) Conduct inspection and prepare reports of actual physical conditions with photos of gensets, transformers, control panels, power cables, terminal lugs and other accessories at the point of origin (prior to delivery) and at final delivery site (upon delivery).
- e) The Supplier shall provide temporary shelter/cover such as tarpaulin or equivalent type of cover for protection of the equipment during the storage.
- f) Transfer/relocation of Units 10 & 11 from existing spot to new designated location/foundation inside the powerhouse (formerly Units 7 & 9 foundations.)

DESCRIPTION	DIMENSIONS L x W x H (m)	QTY	TOTAL WEIGHT/UNIT (kg)
Containerized Genset (500 kW)	6.0 x 2.50 x 2.40	Two (2) Sets	11,800

- g) Dismantling, pull-out and transfer of three (3) existing units of diesel generating sets including GCPP's, Transformers and all necessary accessories from existing pad/foundations of Basco DPP to adjacent lot approximately 70 meters distance from Basco DPP building.

DESCRIPTION	DIMENSIONS L x W x H (m)	QTY	TOTAL WEIGHT/UNIT (kg)
Open-type Genset (600 kW)	3.393 x 1.74 x 2.17	Three (3) Sets	5,818

GCPP	0.84 x 0.60 x 1.82	Three (3) Sets	450
Panel Board	1.42 x 1.25 x 1.50	Two (2) Sets	300
2.0 MVA Power Transformer	2.20 x 1.60 x 2.50	One (1) Set	5,015

- h) Dismantling, pull-out and transfer of the following defective plant equipment to adjacent lot approximately 70 meters distance from Basco DPP building as described below:

DESCRIPTION	DIMENSIONS L x W x H (m)	QTY	TOTAL WEIGHT/UNIT (kg)
2.5 MVA Power Transformer	2.2 x 1.9 x 2.5	One (1) Set	5,300
2.0 MVA Power Transformer	2.2 x 1.6 x 2.5	One (1) Set	5,768
400kVA Power Transformer	1.6 x 1.0 x 1.7	One (1) Set	1,600
20 Footer Container Genset	6.0 x 2.5 x 2.4	One (1) Set	11,800
Open Type Genset 500kW	3.30 x 1.30 x 1.80	Two (2) Set	3,800
Engine Block 448 kW CKD	3.20 x 1.10 x 1.80	One (1) Assy.	3,640
Engine Block 220 kW CKD	4.40 x 1.10 x 1.80	One (1) Assy.	4,500

- i) Provide assistance during installation, testing and commissioning of 2 x 500kW and Units 10 & 11 (relocation) including auxiliaries and appurtenances.
- j) The Supplier shall clean the area of debris and hazardous materials resulting from the removal/dismantling of the equipment from the sites mentioned herein. The areas should be free from safety and environmental hazards during and after the dismantling activities.

TS-3.0 CONTRACT PERIOD AND LOCATION

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

The place of delivery of the equipment shall be in Basco DPP, Brgy. Kaychanarianan, Basco, Batanes.

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

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

TS-4.0 WORK REQUIREMENTS

The Supplier shall handle with utmost care to ensure the safe movement of the equipment and other materials from end to end.

The Supplier shall furnish all necessary equipment, tools, labor and materials to execute the dismantling, handling, packing/crating as required, transporting, lifting, loading, and unloading of gensets, transformers, control panels, power cables and terminal lugs from the point of origin to Basco DPP in Batanes. The works shall be in accordance with the Supplier's standard and legal practices in hauling / transporting of goods up to final destinations.

The Supplier shall have their own local or international hauling/ trucking/ freight forwarding company with necessary transporting equipment/ machines and tools for delivery of heavy freights/cargoes/crates in various parts/islands of Luzon/Visayas/Mindanao. The relative experience of the Supplier shall not be less than five (5) years in the business of hauling/ freight forwarding services of heavy freights/cargoes/crates in any parts/islands of the Philippines.

TS-5.0 DISMANTLING AND TRANSPORT/HAULING

TS-5.1 General

Generally, all equipment and materials to be dismantled and transported within the plant site shall be in Basco Diesel Power Plant. The vacated genset pad/foundation will be the location of 2 x 500 kW genset from NPC Minuyan.

The equipment and materials to be hauled from NPC-Minuyan shall consist mainly of Diesel Generating Sets and auxiliaries, Power Transformers, Control Panels, Power cables, spare parts and tools, and Accessories as listed Clause TS-2.0 of this section.

The Supplier shall furnish all equipment, materials, labor, tools, scaffoldings and other necessary appurtenances whether or not specifically mentioned in this specification but are deemed necessary to complete the work.

The Supplier shall provide temporary shelter/cover for all dismantled equipment and materials shall be transferred and stored by the Supplier at the temporary storage yard to be designated by NPC within Basco DPP.

The Supplier shall submit after the award of contract the general procedure or overall work program covering the following:

- a. Dismantling, crating (as applicable), hauling, transporting and temporary storage of all equipment and materials to be transferred within the plant site - Basco DPP.
- b. Crating, hauling, transporting and temporary storage of all equipment and materials to be transferred from NPC Minuyan to Basco DPP

Materials and equipment which are required to be relocated shall be handled with care at all times to prevent damage of any kind during the dismantling and any such damage shall be taken care of by the Supplier to the satisfaction of NPC.

Any discrepancy between the unit quantity of material inventory conducted prior to the dismantling & hauling works, and actual unit quantity certified received by NPC representative/s in the delivery site for purposes of payment under the Contract shall be considered losses and therefore charged as Materials Accountability of the Supplier where the cost of materials damaged or lost shall be based on the current price of the latest contract award of NPC.

The Supplier shall strictly observe the existing safety requirements/regulations of the Plant Management during the performance of the work.

All works shall be coordinated with NPC at site and with existing installation so that interference in the performance of works will be avoided. In case interference occurs, NPC will decide which work is to be relocated.

TS-5.2 Inventory

Immediately upon effectivity of the Contract, NPC and the Supplier or their authorized representatives, shall jointly take a physical inventory of all equipment and materials including its associated structures, consumable goods, spare parts, tools and other inventory items to be dismantled, crated, transported and delivered at plant site.

The Supplier shall prepare a checklist to record the physical inventory of the equipment and materials which shall be signed by authorized NPC and Supplier representatives present during the inventory.

The weight and physical characteristics of the equipment to be transferred are based on the available data taken from the corresponding nameplates/brochures. It shall be the responsibility of the Supplier to verify the specified data and make actual assessment of the equipment at the sites particularly on the quantity, physical conditions or appearance and dimensional requirements as specified in Clause TS-2.0.

TS-5.3 Preparation

NPC shall make available and provide access to the site for the activities of the Supplier. After contract award and prior to dismantling, the Supplier shall submit detailed dismantling schedule and methodology or work program for review and approval of the NPC. The dismantling procedures shall comply with safety standards, existing environmental laws, rules, and regulations.

Any changes in any part of the approved work program shall be subject for review and approval by NPC.

The Supplier shall inspect and check properly all electrical cables and pipes and shall ensure that these are securely disconnected from their respective main source before the conduct of the actual dismantling activities.

Piping systems shall be totally drained prior to dismantling. Lube oil, fuel oil and chemicals shall be properly disposed in a container with appropriate labels describing the contents. Water contents on pipes may be disposed in the existing drainage lines. Waste water found to be contaminated shall be properly treated prior to disposal.

All peripheral pipes, electrical power and control cables, conduits and cable trays including protruding steel supports that may obstruct the free movement of equipment going out from the Power Plant shall be dismantled first and removed.

The Supplier shall identify the most convenient access and manner of moving the equipment out of a fixed structure/s at Basco Diesel Power Plant. The Supplier shall provide temporary shelter/cover (tarpaulin or equivalent type of cover) on the torn down part until the torn down part is properly packed and crated.

All bevels, threads, flange faces and other sealing surfaces shall be suitably protected with wood, plastic or soft metal to prevent damage to these surfaces during shipping and handling.

All packaging or crating shall be suitable for long term outdoor storage on or off the ground.

All works shall be properly coordinated with NPC Plant Management to avoid interference on existing installations, structures, piping, and equipment.

Final adjustments in the location of any other equipment, if necessary, shall be done in the field by the Supplier during installation with prior approval of the NPC.

Special tools, devices and instruments specifically designed and manufactured for the components of transferred equipment shall be made available to the Supplier by NPC. The Supplier shall return the same in good condition after use who shall be responsible for their safekeeping. In case of failure to return the tools, instruments or devices and equipment, their value shall be debited to the Supplier's account.

TS-5.4 Dismantling of Existing Diesel Generating Sets in Basco DPP

The Supplier shall provide all the necessary equipment, tools and labor for the dismantling, transferring and moving out of all the equipment and its associated structures and accessories.

During dismantling works, electro-mechanical equipment shall be carefully lifted or glided using only the approved tools, equipment, and procedures that will prevent damage to the equipment. Whenever possible, the Supplier shall transport/haul the equipment by skids so as to reduce the dismantling works.

The Supplier shall engage the services of highly qualified engineer/specialist who shall be responsible for the supervision of all dismantling and hauling works. Suitably skilled personnel shall execute dismantling operations in an orderly sequence in such a manner as to minimize the number and size of the resulting dismantled parts/components.

To avoid pilferage, the Supplier shall maintain a well-guarded and secured area, as designated by the NPC, for all dismantled equipment and materials after each day's work.

Utmost care shall be strictly observed by the Supplier during the dismantling of the electro-mechanical equipment and components from point of origin to unloading to each designated laydown areas to avoid damage of any kind to structures, equipment and installations. In the event that any such damage, breakage or losses should occur due to carelessness, the Supplier shall repair, replace or otherwise make good all damaged items to the satisfaction of the NPC and all cost related thereof shall be chargeable to the account of the Supplier.

The Supplier shall comply with the existing Plant security procedures and requirements. The Supplier shall also be liable for loss of or damage to any property (including property of NPC) or any loss, claim, damage, or expenses of whatsoever nature arising out of death, injury, illness, or disease of any person caused by the execution of all the works under this contract except to the extent that such loss or claim are due to negligence of the NPC.

TS-5.5 Storage and Transportation

All dismantled materials and equipment shall be transported to the delivery site. If not immediately required at the location, they shall be carefully stored and maintained at such place and in such a manner as NPC may direct until such time as they are required at their new location.

The Supplier shall provide temporary shelter/cover such as tarpaulin or equivalent type of cover for protection of the equipment during the storage.

The Supplier shall clean the area of debris and hazardous materials resulting from the removal/dismantling of the equipment from the sites mentioned herein. The areas should be free from safety and environmental hazards during and after the dismantling activities.

TS-6.0 INSPECTION AND ACCEPTANCE CRITERIA

Necessary inspections at the place of delivery shall also be conducted for verification/confirmation the conditions of the equipment.

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

- a) Inspection and verification of the packing list;
- b) Visual inspection of the condition and surfaces of the equipment; and
- c) Opening of the enclosure to verify the content and its physical condition and to check the pilferage or damage during transporting.

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

Certified inspection reports/results/checklist (before and after delivery) shall be submitted to NPC for evaluation and acceptance.

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

- a) The equipment and other materials mentioned above are fully delivered, inspected and acceptable to NPC's authorized plant personnel.
- b) Submission of documents as specified hereto in Clauses TS-6.0 and TS-7.0 (item b).

TS-7.0 DOCUMENTS TO BE SUBMITTED

- a) Documents to be submitted with the bid/proposal for evaluation:
 - a.1 Site Inspection Certificate at the point of delivery (Basco DPP) and point of origin (NPC Minuyan) to be signed by NPC's authorized personnel;
 - a.2 Bar Chart (Work Plan);
- b) Document to be submitted after completion of works:
 - b.1 Inspection Report/Results (prior and upon delivery); and

- b.2 Photos of delivered genset/s and other equipment at point of origin and delivery site

All documents in Clause TS-7.0 (item b) including other documents specified in Clause TS-6.0 shall be submitted to **The Manager, SPUG-MQNLOD** for evaluation and acceptance.

TS-8.0 GUARANTEE

The Supplier shall guarantee that he will repair and/or replace, at his own cost, all the equipment, spare parts, tools, and accessories against any defects/damages due to the fault or carelessness of the Supplier during loading/unloading, hauling and transporting from the point of origin to final destinations.

TS-9.0 MEASUREMENT FOR PAYMENT

Measurement for payment will be on **lot basis** after the gensets, transformers, control panels, power cables, terminal lugs, spare parts and tools, and other materials were hauled, delivered and accepted by NPC.

Payment shall be made at the contract price for the Item indicated in the Bid Price Schedule, which payment shall constitute full compensation for furnishing of materials, labor, equipment and other incidentals necessary to complete the hauling and delivery including shipping and insurance cost up to their final delivery location.

SECTION VI - SCHEDULE OF REQUIREMENTS

LuzP21213485s

SECTION VII - SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)

SUPPLY OF LABOR, TOOLS, EQUIPMENT AND MATERIALS FOR THE HAULING OF 2 X 500 KW DIESEL GENSETS INCLUDING TRANSFORMERS, CONTROL PANELS, ASSOCIATED ELECTRICAL EQUIPMENT AND OTHER APPURTENANCES FROM NPC MINUYAN TO BASCO DPP

ITEM NO.	DESCRIPTION	QTY.- UNIT	UNIT PRICE FOR SERVICES TO BE PROVIDED		TOTAL PRICE
			Local Transport from Point of Origin to Delivery Site (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Currency (Phil. Peso) ((D+E) x C)
(A)	(B)	(C)	(D)	(E)	(F)
1	<p>Supply of Labor, Tools, Equipment and Materials for the following:</p> <p>a) Hauling of 2 x 500 KW open-type Gensets, 2 sets of Generator Control and Protection Panels, 2 x 750KVA Transformers, 2 sets of Elevated Fuel Day Tanks, Tools, Spare Parts, Power Cables, Terminal Lugs, and Accessories (refer to TS-2.0 and Annex A the list of equipment to be transferred and for their corresponding weight and dimensions of each equipment/material).</p> <p>The point of origin is from National Power Corporation, Brgy. Minuyan, San Jose del Monte, Bulacan. The works shall include handling, transporting, lifting, loading, and unloading of the gensets, transformers, control panels, power cables, day tanks, tools and spare parts, accessories; and provide assistance during installation test & commissioning at designated genset foundation, transformer pad and control room for GCPP including all other works/services as specified in the technical specifications.</p> <p>b) Dismantling, pull-out and transfer of three (3) existing installed Gensets and other defective equipment including relocation of Unit Nos. 10 & 11 as described in TS-2.0 Items "f, g, h and i".</p>	1 lot			
TOTAL BID : _____ (In Words)					PhP _____ (In Figures)

Name of Firm

NATIONAL POWER CORPORATION

Name and Signature of Authorized Representative



Designation

VI-BPS-1

SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS**TABLE OF CONTENTS**

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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); or Sales Invoice

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

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

Standard Form No: NPCSF-GOODS-01

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

2. Technical Documents

- Bid Security, any one of the following:
 - Bid Securing Declaration (NPCSF-GOODS-06c)
OR
 - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
OR
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
OR
 - Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
 - For Sole Proprietorship:
 - Special Power of Attorney
 - For Partnership/Corporation/Cooperative/Joint Venture:
 - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Data and Information to be submitted with the Proposal as specified in Clause TS-7.0 of Section VI - Technical Specifications
- Complete eligibility documents of the proposed subcontractor, if any

Standard Form No: NPCSF-GOODS-01

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

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

CONDITIONS:

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

These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).
3. *A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.*

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-02

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

Business Name : _____

Business Address : _____

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

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

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

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____

Business Address : _____

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

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

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

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

- and -

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

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

NAME OF PROJECT**CONTRACT AMOUNT**

That the capital contribution of each member firm:

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

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____ 2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) (hereinafter called "the Principal") and (Name of Surety) of (Name of Country of Surety), authorized to transact business in the Philippines (hereinafter called "the Surety") are held and firmly bound unto National Power Corporation (hereinafter called "the Employer") as 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****SUPPLY OF LABOR, TOOLS, EQUIPMENT AND MATERIALS FOR THE HAULING OF 2
X 500 KW DIESEL GENSETS INCLUDING TRANSFORMERS, CONTROL PANELS,
ASSOCIATED ELECTRICAL EQUIPMENT AND OTHER APPURTENANCES FROM NPC
MINUYAN TO BASCO DPP, (LuzP21Z1348Ss)**To: **National Power Corporation**
BIR Road cor. Quezon Ave.
Diliman, Quezon CityI/We¹, the undersigned, declare that:

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

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

*[Name and Signature of Bidder's Representative/
Authorized Signatory] [Signatory's legal capacity]*
Affiant**[Jurat]***[Format shall be based on the latest Rules on Notarial Practice]*

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

Standard Form No: NPCSF-GOODS-07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*_____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY OF LABOR, TOOLS, EQUIPMENT AND MATERIALS FOR THE HAULING OF 2 X 500 KW DIESEL GENSETS INCLUDING TRANSFORMERS, CONTROL PANELS, ASSOCIATED ELECTRICAL EQUIPMENT AND OTHER APPURTENANCES FROM NPC MINUYAN TO BASCO DPP (LuzP21Z1348Ss)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]*_____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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

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

[name and signature of authorized signatory]

[in the capacity of]

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

Bank Guarantee Form for Advance Payment

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

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the Advance Payment Provision, of the General Conditions of Contract, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[name of the universal/commercial bank]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CERTIFICATION AS A DOMESTIC BIDDER

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

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

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

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

Name

Position

Department of Trade & Industry