

NATIONAL POWER CORPORATION
Diliman, Quezon City

**TERMS OF REFERENCE
EMERGENCY PROCUREMENT OF SUPPLY AND DELIVERY
OF ADDITIONAL ENGINE LUBRICATING OIL TO SPUG
POWER PLANTS AND BARGES FOR CY 2024**

PR. NO. HO-FMG24-009 (NP-EC2)

**ALTERNATIVE MODE OF PROCUREMENT
(NEGOTIATED PROCUREMENT – EMERGENCY CASES)**

OCTOBER 2024



National Power Corporation

NEGOTIATED PROCUREMENT

NP 2024-0026

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

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-Nego Conference	Bid Submission / Opening	ABC
HO-FMG24-009 / EC241011-CM00444 (NP-EC2) Supply and Delivery of Additional Engine Lubricating Oil to SPUG Power Plants and Barges for CY 2024	Supply and Delivery of Petroleum, Oil or Lubricant Products	17 October 2024 9:30 AM	18 October 2024 9:30 AM	₱ 2,614,542.00
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

2. The NPC now invites Bids for Items listed above. Delivery of the items is required within **(see table below)** in the Technical Specifications in the Terms of Reference. Bidders should have completed from the date of submission and receipt of bids, a contract similar to the Project., must be at least equivalent to an amount as stated in the Terms of Reference.

PR Nos./PB Ref Nos.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-FMG24-009	Three (3) Months	Five (5) Years

3. Bidding will be conducted through Negotiated Procurement procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
4. Interested bidders may obtain further information from BAC Secretariat at the address given below during office hours.
5. A complete set of TOR will be provided to the interested Bidders from the address below. It may also be downloaded from the website of National Power Corporation <http://www.napocor.gov.ph>.
6. NPC will hold a Pre-Negotiation Conference on the date, time and venue stated above. Interested bidder/s is/are allowed to join and participate in the Pre-Negotiation Conference at the Kañao Room or virtually. However, those attending virtually shall assume the risk of any internet connectivity issues. Further, interested bidders are hereby informed of the following:
- Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate.
 - Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
 - The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2 020

- d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be delivered to the address below on the date stated above. Late bids shall not be accepted.
8. NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to the contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

**Bids and Contracts Services Division,
Logistics Department**
Gabriel Y. Itchon Building
Senator Miriam P. Defensor-Santiago Ave. (formerly BIR Road)
Cor. Quezon Ave., Diliman, Quezon City, 1100
Tel Nos.: 8921-3541 local 5564/5713
Fax No.: 8922-1622
Email: bcscsd@napocor.gov.ph


ATTY. MELCHOR P. RIDULME
Sr. Vice President & COO and
Chairman, Bids and Awards Committee

NATIONAL POWER CORPORATION
Diliman, Quezon City

TERMS OF REFERENCE
SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL TO SPUG
POWER PLANTS AND BARGES FOR CY 2024

(PR. NO. HO-FMG24-009(NP-EC2))

ALTERNATIVE MODE OF PROCUREMENT
(NEGOTIATED PROCUREMENT – EMERGENCY CASES)

1. SCOPE OF BID

Bids shall be for the supply and delivery of additional engine lubricating oil requirements of SPUG power plants and barges as indicated in Attachment E.

Mode of Award is Per Delivery Point. The goods are grouped into Project Site or Delivery Point (Per Plant/Per Lot).

The contract term for this requirement is **Three (3) Months**. The delivery point and schedule of deliveries for the three (3) months duration are indicated in **Attachment C – Table of Delivery Points** and **Attachment D – Schedule of Monthly Engine Lubricating Oil Requirements**.

2. APPROVED BUDGET FOR THE CONTRACT

The Total Approved Budget for the Contract (ABC) for this requirement is **PhP 2,614,542.00**

The details of the ABC per delivery point are attached as **Attachment E – Approved Budget for the Contract**.

3. SOURCE OF FUNDS

The source of funding is the Corporate Operating Budget.

4. DOCUMENTS TO BE SUBMITTED

The documents to be submitted are indicated below. The details are provided on Attachment F – Checklist of Documentary Requirements.

i. Eligibility Documents

- a. 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 case 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 2016 Revised IRR of RA 9184.

ii. Technical Documents

- a. Letter of Guarantee (Attachment G);
- b. Omnibus Sworn statement in accordance with Section 25.2 (a) (viii) of the 2016 Revised IRR of R.A. 9184 and using the form prescribed in Attachment H;
- c. Completely filled-out Technical Data Sheets (Attachment I); and
- d. The Bidder must have completed, within five (5) years prior to the deadline for the submission and receipt of bids, at least one similar contract that is similar to this project, the value of which when adjusted to current prices using Philippine Statistics Authority (PSA) consumer price indices, must be at least twenty five percent (25%) of the ABC of every delivery point where the bidder is going to bid.

Statement of the Bidder's Single Largest Completed Contract (SLCC), using the form prescribed in Attachment J, to be submitted during the bid opening.

The following supporting documents shall be submitted during the post-qualification:

1. Contract/Purchase Order; and
2. Certificate of Acceptance/Certificate of Completion/Official Receipt/Sales Invoice.

Similar contracts shall refer to ***Supply and Delivery of Petroleum, Oil or Lubricant Products***.

iii. Financial Documents

- a. Price Proposal Letter (Attachment K); and
- b. Price Proposal Form (Attachment L).

5. SUBMISSION OF PROPOSALS

The Bidder shall submit their proposal through their authorized representative using the appropriate Forms as provided herein on or before the deadline as specified in the Invitation to Participate and in sealed envelopes addressed to the Chairman, Bids and Awards Committee, NPC.

Each bidder shall submit one copy of the first and second component 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 requests shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronics 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.

6. DEADLINE FOR SUBMISSION OF PROPOSALS

The Proposal shall be submitted at the date, time and venue as specified in the Invitation for Negotiated Procurement, Emergency Cases.

7. EVALUATION OF PRICE PROPOSALS

7.1 The NPC BAC will undertake the detailed evaluation of the Price Proposal submitted.

7.2 The NPC BAC shall consider the following in the evaluation of price proposal.

(a) Completeness. Price proposal not addressing or providing all of the required items in the Price Proposal Form, shall be considered non-responsive. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or a "-" (dash) for the said item would mean that it is being offered for free to NPC; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper determination of total contract prices. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

7.3 The NPC BAC's evaluation of price proposals shall only be based on the Price Proposal Letter which includes the Bid Price Proposal Form. The bids shall be evaluated, and the award of contract shall be based on the said grouping. The Bidders bid offer for each Delivery Point must be within the ABC of the Delivery Point. Bidder/s with bid offers that exceed the ABC of the Delivery Point or with incomplete price for the Delivery Point shall be rejected. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

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

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

Evaluation and Comparison of Bids using Index-Based Pricing:

$$\text{Total Contract Price} = \text{Delivered Price} \times \text{Quantity}$$

(Rounding off to two decimal places)

Delivered Price = **(Bid Price – Discount) + Delivery Cost + E-VAT**
 (Rounding off to four decimal places)

Where:

Delivered Price = Price of engine lubricating oil at delivery point, up to four (4) decimal places, Peso/Liter.

Bid Price = Refers to the bid of the prospective bidder which include production cost and excise tax, up to four (4) decimal places, Peso/Liter.

= (Bid + Excise Tax)

Bid = Price for engine lubricating oil, up to four (4) decimal places, Peso/Liter.

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

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

Delivery Cost = Bid Offer for transshipment rate corresponding to the freight cost from the Supplier's terminal, depot or source point to the delivery point, up to four (4) decimal places, Peso/Liter.

The Delivery Cost shall constitute the packaging cost for the mode of delivery as specified in TS-9a, Hauling Cost and Sealing Fees

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

= (Bid Price + Delivery Cost) x 0.12

The delivered price based on preceding formula shall be evaluated in Philippine Currency. The conversion factors of 1.0 Metric Ton (MT) = 1,145 Liters will be used, as required.

The bidder with the lowest evaluated price for a particular delivery point shall be considered the Lowest Calculated Bid for the particular delivery point whether Per Plant or Per Lot with (a) common delivery point, (b) individual plant site delivery and/or (c) different lube oil requirements. In the case of a delivery point on a Per Lot the lowest calculated bid shall be the total bid for the Lot. The Domestic Preference provision shall apply in the determination of the Lowest Calculated Bid.

Power plants with common mode of delivery, ELO type and quality specifications should have the same Bid Price. Otherwise, the power plant with the lowest Bid Price shall be used as basis for evaluation of bids to the concerned power plants.

For power plant utilizing different types of ELO (i.e. high speed, medium speed engines and rocker arm) and will be sourced from the same depot/terminal/source point and will be delivered to the same delivery point with the same mode of delivery, the Delivery Cost should be the same. Otherwise, the power plant with the lowest delivery cost offer shall be used as basis for evaluation of bids to the concerned power plants.

For delivery points categorized as Per Lot composed of power plants with individual plant site delivery, the Bidder is required to submit bids to all the power plants covered under the lot. Otherwise, the bid for the particular lot is incomplete and shall be declared non-complying and disqualified.

- 7.4 Bidders are required to include in their price proposals the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties.

8. POST-QUALIFICATION

The NPC BAC shall determine to its satisfaction whether the Supplier complies with and is responsive to all the requirements and conditions specified in Clauses 4 and 7 of this TOR.

The Bidder shall submit the following documentary requirements for post-qualification:

- a) Copy of latest Annual Income Tax Return duly stamped and received by the BIR and duly validated with the tax payments made thereon;
- b) Copy of Business Tax Return – Quarterly or Monthly Value-Added Tax Return (BIR Form No. 2550-M / 2550-Q) duly stamped and received by the BIR and duly validated with the tax payments made thereon. The Business Tax Return / Value-Added Tax Return shall be for the last six (6) consecutive months, the latest of which shall not be earlier than three (3) months preceding the eligibility submission. The Business Tax Returns / Value-Added Tax Returns shall either be quarterly, monthly or combination of both provided that the above requirement is complied.
- c) Supporting documents for the declared Single Largest Completed Contract such as, Contract/Purchase Order and Certificate of Acceptance/Certificate of Completion/Official Receipt/Sales Invoice.

9. PERFORMANCE SECURITY

Upon issuance of the Notice of Award, the Supplier shall post the required performance security in any of the following forms:

Form	Amount, PHP
a) Cash, Manager's/Cashier's Check issued by a Universal or Commercial Bank.	5% of the Total Contract Price

b) Bank Draft/Guarantee or Irrevocable Letter of Credit issued by a Universal Bank or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	5% of the Total Contract Price
c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	30% of the Total Contract Price

The proceeds of the performance security shall be payable to NPC as compensation for any loss of revenue, damages, penalties or incidental expenses resulting from failure of the Supplier to perform its obligations under this Supplier.

10. FORCE MAJEURE

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

11. CONTRACT AMENDMENT

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

12. SCOPE OF WORKS

- 12.1 Supply and delivery of Engine Lubricating Oil as specified herein Technical Specifications and Schedule of Requirements.
- 12.2 The quantity of Engine Lubricating Oil to be delivered shall be in accordance with Attachment A – Table of Delivery Points, subject to the provisions of Clause 16 - Prices and Clause TS-17.3, Contract Amount and Implementation.

The monthly breakdown of ELO requirements are indicated in Attachment B – Schedule of Monthly ELO Requirements. Said monthly breakdown is for the Supplier's planning purposes and an actual ELO demand requirement shall be provided to the Supplier pursuant to Clause 15.1 (b), Securing Engine Lubricating Oil Supplies.

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

13. CONTRACT PERIOD AND LOCATION

- 13.1 The supply and delivery of diesel fuel shall cover three (3) month period. The quantities of lube oil to be delivered are indicated in Attachment A – Table of Delivery Points. However, should there still be an available amount after the contract term, said contract term shall be extended until the full amount is consumed. **The contract extension shall not exceed a period of three (3) months after the end of the contract term.**
- 13.2 The delivery points and location are indicated in **Attachment A – Table of Delivery Points for Bidding.**

14. ENGINE LUBRICATING OIL SPECIFICATIONS

- 14.1 The Supplier shall guarantee to supply and deliver ELO in accordance with the quality specifications as indicated in Attachment G – Technical Data Sheets "A", "B", and "C". The Supplier shall furnish NPC the Quality Certificate for each and every ELO delivery via the mode of delivery as specified in Clause 19 – Transportation.
- 14.2 The Supplier shall provide American Petroleum Institute (API)/European Automobile Manufacturers Association (ACEA)/Japanese Automotive Standards Organization (JASO) certification that their products are included in any of the above organization to assure the correctness of the technical specifications submitted in the technical data sheets.

15. DELIVERY AND DOCUMENTS

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

a) **Place of Delivery and Source Point**

Supplier shall deliver the Lubricating Oil at SPUG designated point of receipt as specified in Attachment A – Table of Delivery Points. Such deliveries shall come from the Supplier's nominated Lubricating Oil Source Points during the bidding. In case a delivery will come from an alternate source point, delivered price of the Lubricating Oil shall be as if the delivery came from the original source point.

b) **Securing Engine Lubricating Oil Supplies**

i. Notice and Schedule of Delivery

To maintain minimum inventory, NPC shall schedule deliveries based on order and Supplier shall deliver within fifteen (15) calendar days after receipt of notice. Said lead time for delivery is applicable to all modes of lubricating oil deliveries as indicated in Clause 19.

Notices of delivery schedules from NPC should not be served on Saturdays, Sundays and Legal National holidays unless with prior notice to Supplier. In case the 15th day falls on a Saturday, Sunday or Legal National Holiday, the delivery should be made before the Saturday, Sunday or Legal National Holiday.

In case the Supplier, without any justifiable cause as defined under **Clause 29**, fails to deliver the lube oil within the prescribed period stated above, resulting in delay in lube oil delivery, Supplier shall pay NPC a penalty in an amount equal to one tenth of one percent (1.0%) of the cost of the undelivered quantity per calendar day of delay reckoning from the succeeding day of the last day of the prescribed period until actual day of delivery was made. NPC shall inform Supplier of the occurrence of the penalty and shall also have the right to apply the provisions of Liquidated Damages.

ii. Acknowledgement of Delivery Schedules/ETA Advises

Supplier within twenty-four (24) hours upon receipt of notice from NPC, shall confirm acceptance of the delivery schedule requested by NPC or propose an alternative schedule if Supplier is unable to meet NPC's request. Such an alternative schedule shall be within delivery window requirement of the NPC or the minimum inventory requirement of the plant. If no response received from the Supplier within twenty-four (24) hours, the delivery schedule requested by the NPC shall be considered as the confirmed delivery schedule.

Where applicable, Supplier shall endeavor to dispatch notices of delivery to be received at NPC/SPUG receiving point during office hours only. For all modes of Engine Lubricating Oil deliveries, unless requested by NPC or during emergencies, Supplier shall deliver Lubricating Oil during daytime only.

iii. Failure to Deliver Confirmed Delivery Order

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

Failure to deliver the total confirmed volume within the confirmed delivery schedule, the Supplier shall pay NPC a penalty in an amount equal to one tenth of one percent (0.10%) of the cost of the undelivered quantity per calendar day of delay until the total confirmed volume was delivered.

iv. Transfer to Other Delivery Points

NPC has the option to transfer the ELO delivery to other delivery points of the NPC through an Amendment to Order. Details of the transfer to other delivery points and costs are indicated on Clause 19(b).

v. Safety and/or Qualification of Delivery Drums/Pails

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

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

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

vi. Authorized Signatories to Engine Lubricating Oil Orders/Receivers

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

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

16. PRICES

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

$$\text{Delivered Price} = (\text{Bid Price} - \text{Discount}) + \text{Delivery Cost} \pm \text{ICIS-LOR month on month Price Adjustments} + \text{E-VAT, up to}$$

four (4) decimal places, Peso/Liter.

Where:

- Delivered Price** = Applicable monthly price of Lubricating Oil at delivery point up to four (4) decimal places, Peso/Liter.
- Bid Price** = Refers to the bid of the prospective bidder which include production cost and excise tax, up to four (4) decimal places, Peso/Liter.
- = (Bid + Excise Tax)
- Bid** = Price for engine lubricating oil, up to four (4) decimal places, Peso/Liter.
- Excise Tax** = Tax to be collected pursuant to R.A. 10963 – TRAIN Law and BIR Revenue Regulation No. 2-2018 in the amount as prescribed under the said Law and Regulation.
- ICIS-LOR month on month Price Adjustment** = Difference between average of the past month and the average of present month up to four (4) decimal places, US\$/MT
- ICIS-LOR** = refers to an information provider for the chemical and oil industry, and is part of the LNRS Data Services Ltd., a private entity, based in London with office in Singapore.
- Delivery Cost** = Offered transshipment rate based on bidding corresponding to the freight cost from the Supplier's terminal, depot or source point to the delivery point, up to four (4) decimal places, in Peso/Liter.
- The Delivery cost shall constitute the packaging cost for the mode of delivery as specified in TS-9.1 a) Mode of Delivery.
- EVAT** = Expanded Value Added Tax as provided in Republic Act No. 9337, amending the National Internal Revenue Code of 1997 as amended and BIR Revenue Regulations No. 16-2005.
- The EVAT is equivalent to the sum of the Bid Price, Excise Tax, Delivery Cost and ICIS-LOR month on month Price Adjustment multiplied by twelve percent (12%), up to four (4) decimal places, Peso/Liter.
- = (Bid Price + Delivery Cost +/- ICIS-LOR month on month Price Adjustment) x 0.12

The delivered price based on the preceding formula shall be paid in Philippine Currency. The conversion factors of 1.0 Metric Ton (MT) = 1,145 Liters will be used, as required.

For all modes of delivery of lubricating oil, the delivered price shall be reckoned at the prevailing delivered price at the time of completion of delivery. NPC shall indicate the date and time of completion of delivery in the invoice while Supplier shall indicate the delivery location.

In cases of Force Majeure as defined in the tender documents, subject to mutual agreement between NPC and Supplier, the Supplier may source its lubricating oil supply from other source points and the price thereof shall be subject to negotiation between NPC and Supplier.

The Delivered Price of the ELO per delivery point shall be in Peso per Liter as specified herein. The Bid Price and Delivery Costs charged by the Supplier for the ELO delivered under this Contract shall vary from the Bid Price and Delivery Cost quoted by the Supplier in its Bid. Said Bid Price and Delivery Cost shall be valid for the duration of the supply period of the contract, including contract extension.

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

16.2 The Total Contract Price

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

$$\text{Total Contract Price, Pesos} = \text{Delivered Price} \times \text{Contract Quantity}$$

The Total Contract Price is expected to be consumed within the contract term. However, should there still be an available amount left after the contract term, said contract term shall be extended until the full amount is consumed. **The contract extension shall not exceed a period of three (3) months after the end of the contract term.** The Total Contract Price and Contract Quantity shall be guided by the provisions of Clause 17.3, Contract Amount and Implementation.

17. PAYMENT

17.1 Invoicing and Documentary Requirements (Per Order Basis)

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

- (a) Packaged Deliveries
 - i. Original Invoice and Delivery Receipt
 - ii. Quality Certificate - certified copy
 - iii. BIR Withdrawal Certificate – certified copy

In addition to the above, Supplier shall also provide NPC, through the Fuel Contract Management Division, not later than the 7th of the current billing month the following documents to support the delivered price of Lubricating Oil used by the Supplier in the invoice:

- i. The monthly price adjustment for SN 500 Base Oil applicable for the Delivery Month.
- ii. The Bangko Sentral ng Pilipinas (BSP) Peso to the US Dollar exchange rate average applicable for the Delivery Month.

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

17.2 Payment Terms

All Lubricating Oil deliveries made by Supplier and received by NPC/SPUG power plants and barges within a particular calendar month shall be paid by the NPC at the end of the following calendar month, provided that all the requirements for payment stated above in **Clause 17.1** are received by the NPC not later than the seventh (7th) day of the following month. Otherwise, every day of delay in the submission of the documents, or settling a disputed bill, or due to force majeure as specified in **Clause 28** shall extend the payment due date for the same number of days of the delay without penalty. All other billings complying with the payment requirements, undisputed, and not affected by force majeure shall be paid on due date. Otherwise, the late payments shall be subject to interest based on the ninety-one (91) day T-bill rate prevailing on the due date as issued by the Bangko Sentral ng Pilipinas (BSP) for payment until full payment is made. If the due date falls on a holiday or non-working day, payment shall be made on the succeeding business day.

A sample line graph for Lubricating Oil supply on per order basis, indicating the ICIS-LOR and PDS values to be used and the payment due date, are specified in *Attachment A - Line Graph Per Order Basis*.

17.3 Contract Amount and Implementation

NPC shall make, after every order, an accounting of the amount actually payable to the Supplier. This will determine the allowable unit/volume that may still be ordered from the remaining amount allotted for each Lubricating Oil to conform to the remaining amount in the Total Contract Price.

If during contract implementation, the Total Contract Price for this requirement would have been consumed notwithstanding that the said requirements were not fully delivered in the units/volume contemplated, no further order and payments shall be made.

The Supplier shall monitor its deliveries to ensure that it is within the Total Contract Price. No payment shall be made for ELO deliveries in excess of the Total Contract Price.

17.4 Delayed/Prompt Payment

Except when due to force majeure as specified in **Clause 28**, non-payment of accounts in full on its due date shall be subject to interest corresponding to the average 91-day T-Bill rate prevailing on due date as issued by the BSP until the account is fully paid.

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

17.5 Payment in Case of Contract Termination

In case of termination of this Contract, NPC will pay any outstanding obligation on payment due date after the effective date of termination. In case of nonpayment, interest as stipulated above shall accrue on the outstanding amount.

18. CONTRACT MONITORING

18.1 For contract monitoring purposes, Supplier shall submit to end-user a monthly status of Engine Lubricating Oil contract, indicating the original contracted volume and amount, lube delivery, and running balance of contracted quantity and amount.

18.2 No payment shall be paid by NPC for any lube oil delivery rendered by Supplier in excess of the contracted quantity or amount.

19. TRANSPORTATION

The transport of the Lubricating Oil to the point of destination or such other named place of destination in the Philippines are as follows:

a) Mode of Delivery

Supplier shall deliver the Lubricating Oil in accordance with the Modes of Delivery as set forth in Attachment C – Table of Delivery Points. Supplier shall assure that the delivery of Lubricating Oil shall meet the conditions of the receiving facilities at the delivery points as specified in said attachment.

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

i. Packaged Lubricating Oil Deliveries.

Package Lubricating Oil deliveries shall be made using container drums and pails. The Supplier shall guarantee the content of each drum or pail. NPC

reserves the right to check the volume and integrity of the Lubricating Oil in the container drums and pails.

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

Details of the packaged Lubricating Oil deliveries are indicated on Clause 23 – Packaging.

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

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

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

In case of emergency, such as impending lube oil run-out due to critical inventory and other reasonable causes, NPC may transfer the ELO delivery to other delivery points of NPC through an Amendment to Order pursuant to Annex "D" - Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials, of the Revised IRR of RA 9184. The bid price and delivery cost shall be as follows:

- iii. a. In case the source and recipient power plants/delivery points are supplied by the same supplier, the bid price and delivery cost of the recipient power plant/delivery point shall be used as reference for payment of Lubricating Oil deliveries.
- b. In case a power barge is transferred to a location where a power plant/barge is already existing and operating with ELO supply from the same supplier, the bid price and delivery cost of the existing power plant/barge shall be used as reference for payment of lubricating oil deliveries to the transferred power barge.
- iv. If during the contract implementation, the delivery point of a particular power plant or barge differs from the contract, the bid price shall be maintained but the delivery cost shall be subject to negotiation. Should negotiations fail, the contract shall cease to effect in the particular power plant/delivery point.
- v. The transfer/reallocation and/or conversion of type of Lubricating Oil shall not be limited to the power plants/delivery points as specified in the contract. Transfer/reallocation and/or conversion of type Lubricating Oil deliveries can be executed from one supply contract

to another provided that said contracts belong to the same supplier and being implemented on the same contract year supply period.

Provided further that before any transfer/reallocation and/or conversion of type may be made from one contract to the other, the quantity and/or amount of the recipient power plant/delivery point has already been consumed. In this case, the bid price and delivery cost of the recipient power plant/delivery point shall be used as basis for payment of lubricating oil deliveries.

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

- vi. NPC has the option to consider a new or alternative delivery point not included in the contract by way of Amendment to Order. The volume shall be taken from any of the delivery points covered by the supplier's contract. The bid price and delivery cost shall be subject to agreement by both parties.

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

c) Transfer of Ownership and Risk

Ownership of the Lubricating Oil shall pass to NPC when the product is received at NPC's power plant or delivery point as specified in Attachment C – Table of Delivery Points for Bidding. Whereas, for power plants whose reference delivery point is pick-up at nearest depot/terminal/source point, ownership of the ELO shall pass to NPC when the product is received at the delivery point or withdrawn from the Supplier's depot/ terminal/source point.

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

Custody over the Lubricating Oil shall only pass to the NPC from the Supplier upon final acceptance in accordance with the delivery reference points as specified in Attachment C – Table of Delivery Points for Bidding.

20 INSPECTION AND TESTS

The inspections and tests that will be conducted are:

a) Quality Determination

The quality of Lubricating Oil delivery shall be determined in accordance with applicable ASTM standards/procedures or other mutually accepted standards/procedures as specified in Attachment I – Technical Data Sheets. Supplier shall furnish NPC the Quality Certificate for each and every Lubricating Oil delivery.

NPC reserves the right to conduct random test to validate the quality of the Lubricating Oil as delivered in the power plant/delivery point. In the event the lubricating oil delivered does not conform to the guaranteed technical specifications (Attachment I – Technical Data Sheets), NPC shall advise the Supplier of the deficiency and require the latter for immediate replacement of the whole batch of lubricating oil delivered (for drum/pail). The expenses in the withdrawal and replacement of the rejected lubricating oil shall be for the account of the Supplier.

b) Quantity Determination

Quantity/volume of delivered lubricating oil shall be based on Drums/Pails markings on its equivalent volume, provided however, that the Supplier shall provide NPC valid and updated ITDI Calibration Certificates of its Drums/Pails. Failure on the part of the supplier to provide a valid and updated ITDI Calibration Certificates shall cause the automatic rejection of delivery.

c) Rejection Limits

Prior to actual discharging of deliveries, NPC reserves the right to perform tests and quality analyses of the Lubricating Oil properties. If the result of such test or analyses falls outside any of the reproducibility/precision limits defined in the applicable standard, NPC reserves the right to reject the Lubricating Oil delivery.

For Packaged Lubricating Oil deliveries, NPC reserves the right to reject the delivery if the (a) drum and pail seal and label are broken and/or tampered, and (b) if the drum or pail is in an advanced state of deterioration.

All costs and charges in connection with the rejection shall be for the account of the Supplier.

21 WARRANTY

- 21.1 In order to assure that manufacturing/production defects shall be corrected by the Supplier, a Warranty Security shall be required from the contract awardee for a period of three (3) to six (6) months after acceptance by the plant of the ELO delivery.

The obligation for the warranty shall be covered by either Retention Money in an amount equivalent to at least ten percent (10%) of every progress payment, or a Special Bank Guarantee equivalent to at least ten percent (10%) of the Total Contract Price. The said amount shall only be released after the lapse of the warranty period or after consumption of the ELO delivered whichever comes earlier: Provided, however, that the ELO delivered are free from patent and

latent defects and all the conditions imposed under the contract have been fully met.

- 21.2 In case of contract extension, warranty period shall also be extended for a period of three (3) to six (6) months after acceptance by the plant of the ELO delivery. The retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price shall also be extended by the Supplier.
- 21.3 Release of the Retention Money and/or Special Bank Guarantee after the lapse of the warranty period or after consumption of the ELO delivered, the end-user/plant (in case of Retention Money) or Fuel Contract Management Division - FCMD (in case of Special Bank Guarantee) shall issue a certification that the ELO delivered had been consumed.
- 21.4 Opened drum or pail that is partially used shall be considered as consumed. Release of retention money or special bank guarantee shall not be affected.
- 21.5 Special Bank Guarantee shall be issued by the Supplier upon issuance of the Notice of Award.

22 PRIVATIZATION

- 22.1 In the event that the ownership/possession or operation of the NPC or SPUG power plant or barge is transferred to another entity as a result of privatization, any of the following shall govern, at the option of NPC;
- a) The contractual obligations of NPC under this Contract shall be transferred to the new owner/operator of the plant subject to the written consent of the Supplier and the new owner/operator of the plant. Should the consent of the Supplier and the new owner/operator of the plant cannot be secured, the contract shall cease to have force and effect;
 - b) Pre-termination of the Contract, provided that written notice is given by NPC to the Supplier at least thirty (30) days prior to its termination;
 - c) Assign the contract to any of the NPC power plants.
- 22.2. In the event that the New Power Provider (NPP) take over the operation of the NPC in a certain area, NPC has the option to assign the contract of the existing SPUG power plant or barge to any of the NPC power plants.

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

23 INCIDENTAL SERVICES

The Supplier is required to provide free of charge to NPC the following services, including additional services, if any:

- a. Supervision of delivery of the supplied Lubricating Oil requirements;

- b. Technical assistance such as technical information on instruments and equipment necessary for the utilization, handling and disposition of lubricating oil purchased from the Supplier including laboratory correlation, if necessary.
- c. The Supplier shall also provide in-house and field trainings, seminars and technical services relevant to lubricating oil orientation, utilization, development, supply, transfer, storage and handling, safety and environmental concern activities.
- d. The following technical services to support plant operations are mandatory requirement during contract implementation.

Technical Services	FREQUENCY PER YEAR	
	High Speed Diesel-Fired Engine	Medium Speed Diesel/Bunker-Fired Engine
1. In-Service Lube Oil Condition Monitoring	Shall be conducted based on the running hours of an engine that will be determined and agreed upon during contract implementation	
2. Engine Diagnostic Test	N/A	Shall be conducted based on the running hours of an engine that will be determined and agreed upon during contract implementation
3. Technical Seminars, Trainings	Annually	Annually

In case any or all of the above technical services cannot be performed by the Supplier, NPC shall conduct or engage with a third party to conduct such services and all costs incurred for the said services shall be charged to the Supplier.

23. PACKAGING

23.1 Drums and Pails

- a. The Supplier shall provide such packaging of the Lubricating Oil as required to prevent spillage or contamination during transit to its final destination. The packaging should be sufficient to withstand, without limitation, rough handling during transit and storage.

- b. Packaged lubricating oil deliveries shall be made using drums or pails. The Supplier shall guarantee the content of each drum or pail. The drum or pail contents in liters shall be indicated in the delivery receipt and invoice.

23.2 The packaging must be clearly marked as follows:

Name of Procuring Entity	:	National Power Corporation
Contract Description/Code	:	
Delivery Point	:	
Name of Supplier	:	
Product Name	:	
API Seals/Labels/Markings	:	
Gross Weight	:	
Net Weight	:	
Quantity, in liters	:	

Suppliers with ISO certification are not required to mark packaging as indicated above. The Supplier shall adopt their standard labels and marking but will be required to submit to NPC a copy of their ISO certificate during contract implementation. Suppliers with no ISO certification are required to mark packaging accordingly.

24. INSURANCE

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

25. SUBCONTRACTS

Subcontracting of any Lubricating Oil supply contracts awarded to the Supplier is not allowed.

26. NON-WAIVER OF RIGHTS

No failure to exercise and no delay in exercising on the part of NPC of any of its rights under these Specifications and the Contract shall operate as waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof, or the exercise of any other right. The right and remedies herein provided are cumulative and not exclusive of any right or remedies provided by law.

27. SETTLEMENT OF DISPUTES

- 27.1 If any disputes or difference or any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the

Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 27.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 27.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

28. FORCE MAJEURE

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

29. LIQUIDATED DAMAGES

If the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until

actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind the Contract without prejudice to other courses of action and remedies open to it.

A. Delayed Delivery

Penalty = Undelivered Quantity, liters x Cost per Liter, PhP/liter x 0.01% x
no of days of delay

B. Loss of Revenue

Penalty = Unserved Energy, kwh x NPC SAGR, PhP/kwh

30. TERMINATION FOR DEFAULT

The termination of the contract shall be in accordance with the provisions of R.A. 9184, the Government Procurement Reform Act, and its Implementing Rules and Regulations.

31. NOTICE TO PROCEED

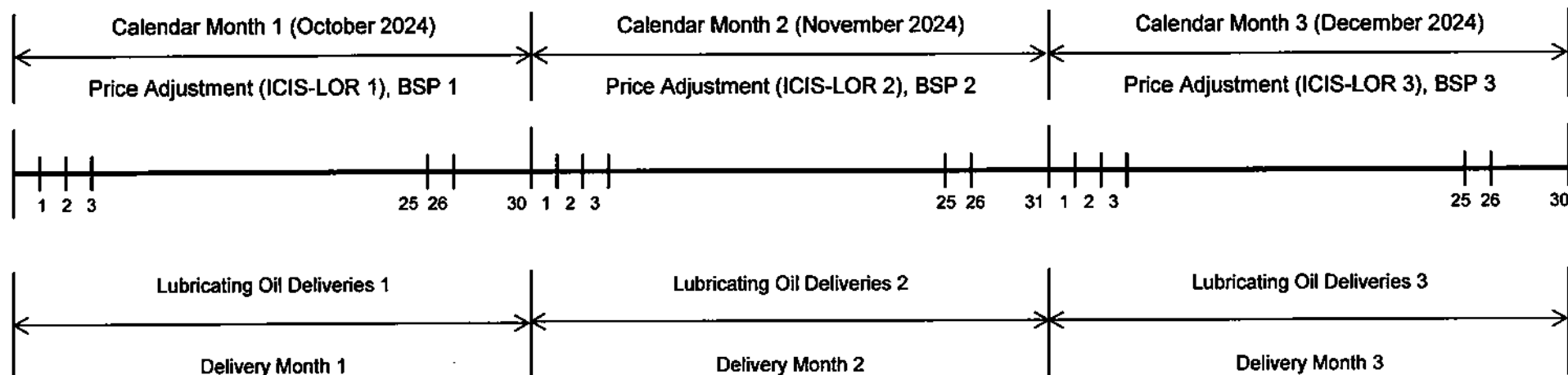
Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy of the approved contract. All notices called for by the terms of the contract shall be effective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

----- 0 -----

ATTACHMENTS

Attachment A -	Line Graph – Per Order Basis
Attachment B -	Sample Computation
Attachment C -	Table of Delivery Points
Attachment D -	Schedule of Monthly Engine Lubricating Oil Requirements
Attachment E -	Approved Budget for the Contract
Attachment F -	Checklist of Documentary Requirements
Attachment G -	Notarized Letter of Guarantee
Attachment H -	Omnibus Sworn Statement
Attachment I -	Technical Data Sheets
Attachment J -	Statement of Bidder's Single Largest Completed Contract
Attachment K -	Price Proposal Letter
Attachment L -	Price Proposal Form

NATIONAL POWER CORPORATION
LINE GRAPH FOR ENGINE LUBRICATING OIL SUPPLY ON PER ORDER BASIS



A. Lube Oil Deliveries are covered under NPC Billing Month (BM), 1st day until the end of the particular month.

B. Processing of Invoice: Delivered Price (Lube Oil), P/Liter = (Bid-Discount) + Delivery Cost +/- ICIS-LOR month on month Price Adjustments + Excise Tax + Delivery Cost + EVAT

Lube Oil Deliveries 1 = Payment due date is end of November 2024.

Lube Oil Deliveries 2 = Payment due date is end of December 2024.

Lube Oil Deliveries 3 = Payment due date is end of January 2025.

TERMS OF REFERENCE
ATTACHMENT B
SAMPLE COMPUTATION

SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL TO
SPUG POWER PLANTS AND BARGES FOR CY 2024
PR NO. HO-FMG24-009 (NP-EC2)

SAMPLE COMPUTATION 1 (Engine Lubricating Oil)

Bid, PhP/liter 120.0000
Discount, PhP/liter -
Delivery Cost, PhP/liter 1.2000
Volume, liters 2,000.00
Metric Ton to Liter 1145

Assumptions:

1. Bid Date, 1st Week of Month 0
2. End of LO discharging, day before end of Month 4
3. Forex, Average of Previous Month, BSP Ref. Rate, PhP/US\$ = 48.52

ICIS-LOR Monthly Average, \$/MT

	Month 0	Month 1	Month 2	Month 3	Month 4
1st Week	1200	1250	1350	1400	
2nd Week	1200	1250	1350	1400	
3rd Week	1200	1300	1350	1400	
4th Week	1200	1300	1350	1400	
Monthly Average	1200.0000	1275.0000	1350.0000	1400.0000	
ICIS-LOR Month Difference		75.0000	75.0000	50.0000	

ICIS-LOR Monthly Adjustment, \$/MT

Month 1	75.0000
Month 2	75.0000
Month 3	50.0000
Month 4	
Total*	200.0000
* Convert to PhP/Liter, ICIS-LOR_PA =	8.4751

Bid	Discount	ICIS-LOR_PA	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
120.0000	-	8.4751	10.0000	1.2000	16.761	156.4361	312,872.20

SAMPLE COMPUTATION 2

(Engine Lubricating Oil)

Bid, PhP/liter 120.0000
Discount, PhP/liter -
Delivery Cost, PhP/liter 1.2000
Volume, liters 2,000.00
Metric Ton to Liter 1145

Assumptions:

1. Bid Date, 3rd Week of Month 0
2. End of LO discharging, End of Month 1
3. Forex, Average of Month 1, BSP Ref. Rate, PhP/US\$ = 48.52

ICIS-LOR Monthly Average, \$/MT

	Month 0	Month 1	Month 2	Month 3	Month 4
1st Week		1250			
2nd Week		1250			
3rd Week	1200	1300			
4th Week	1200	1300			
Monthly Average	1200.0000	1275.0000			
ICIS-LOR Month Difference		75.0000			

ICIS-LOR Monthly Adjustment, \$/MT

Month 1	75.0000
Month 2	
Month 3	
Month 4	
Total*	75.0000
* Convert to PhP/Liter, ICIS-LOR_PA =	3.1782

Bid	Discount	ICIS-LOR_PA	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
120.0000	-	3.1782	10.0000	1.2000	16.1254	150.5036	301,007.20

TERMS OF REFERENCE
ATTACHMENT B
SAMPLE COMPUTATION

SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL TO
SPUG POWER PLANTS AND BARGES FOR CY 2024
PR NO. HO-FMG24-009 (NP-EC2)

SAMPLE COMPUTATION 3 (Engine Lubricating Oil)

Bid, PhP/liter 120.0000
Discount, PhP/liter -
Delivery Cost, PhP/liter 1.2000
Volume, liters 2,000.00
Metric Ton to Liter 1145

Assumptions:
1. Bid Date, 3rd Week of Month 0
2. End of LO discharging, day before end of Month 1
3. Bid Price

ICIS-LOR Monthly Average, \$/MT

	Month 0	Month 1	Month 2	Month 3	Month 4
1st Week		1250			
2nd Week		1250			
3rd Week	1200	1300			
4th Week	1200				
Monthly Average	1200.0000				
ICIS-LOR Month Difference					

ICIS-LOR Monthly Adjustment, \$/MT

Month 1	0.0000
Month 2	
Month 3	
Month 4	
Total*	0.0000
* Convert to PhP/Liter, ICIS-LOR_PA =	0.0000

Bid	Discount	ICIS-LOR_PA	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
120.0000	-	0.0000	10.0000	1.2000	15.744	146.9440	293,888.00

SAMPLE COMPUTATION 4 (Engine Lubricating Oil)

Bid, PhP/liter 120.0000
Discount, PhP/liter -
Delivery Cost, PhP/liter 1.2000
Volume, liters 2,000.00
Metric Ton to Liter 1145

Assumptions:

1. Bid Date, 3rd Week of Month 0
2. End of LO discharging, End of Month 1
3. Forex, Average of 3rd Week to 4th Week of Month 0, BSP Ref. Rate, PhP/US\$ 48.52

ICIS-LOR Monthly Average, \$/MT

	Month 0	Month 1	Month 2	Month 3	Month 4
1st Week		1250			
2nd Week		1250			
3rd Week	1200	1300			
4th Week	1200	1300			
Monthly Average	1200.0000	1275.0000			
ICIS-LOR Month Difference		75.0000			

ICIS-LOR Monthly Adjustment, \$/MT

Month 1	75.0000
Month 2	
Month 3	
Month 4	
Total*	75.0000
* Convert to PhP/Liter, ICIS-LOR PA =	3.1782

Bid	Discount	ICIS-LOR PA	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
120.0000	-	3.1782	10.0000	1.2000	16.1254	150.5036	301,007.20

TERMS OF REFERENCE
ATTACHMENT C
TABLE OF DELIVERY POINTS

SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL
TO SPUG POWER PLANTS AND BARGES FOR CY 2024
PR NO. HO-FMG24-009(NP-EC2)

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Delivery		Delivery Point/ Plant Location
		Mode	Preferred Container Capacity	
LUZON				
BICOL				
MASBATE				
LOT 8 - MASBATE (High Speed)	5,250			Ligao Warehouse, Brgy. Bay, Ligao City, Albay
1 Claveria DPP	4,200	Drum	210 liters	
2 Masbate Mini-Grid	1,050	Pail	20 liters	
a. Gilotongan DPP	420			
b. Naro DPP	630			
TOTAL	5,250			
PALAWAN				
LOT 9 - RIZAL***	3,780	Drum	210 liters	Palawan Operations Div. Office, Brgy. Tiniguiban, Pto. Prinsesa, Palawan
1 Rizal DPP				
a. High Speed	1,050			
b. Medium Speed	2,100			
2 Balabac DPP (High Speed)	630			
TOTAL	3,780			
GRAND TOTAL (LUZON)	9,030			
Note:				
*** Lot composed of different power plants and lube oil requirements				

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Delivery		Delivery Point/ Plant Location
		Mode	Preferred Container Capacity	
VISAYAS				
WESTERN VISAYAS				
PER PLANT				
1 Gigantes DPP (High Speed)	1,680	Pail	20 liters	VOD Office, Cebu
TOTAL	1,680			
GRAND TOTAL VISAYAS	1,680			

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Delivery		Delivery Point/ Plant Location
		Mode	Preferred Container Capacity	
MINDANAO				
EASTERN MINDANAO				
LOT 12 - EASTERN MINDANAO (High Speed)	5,880	Drum	210 liters	NPC Housing Compound Saeg Road, Kalumpang, General Santos
1 Kalamansig DPP	1,470			
2 Palimbang DPP	210			
3 Sen. Ninoy Aquino DPP	2,730			
4 Talicud DPP	1,470			
LOT 13 - DINAGAT***	3,570	Drum	210 liters	Plantsite, Brgy. Don Ruben, San Jose, Dinagat, Surigao del Norte
1 Dinagat DPP				
a. Medium Speed	840			
b. SAE 30	840			
2 PB 116 (High Speed)	1,890			
TOTAL	9,450			
GRAND TOTAL MINDANAO	9,450			
Note:				
*** Lot composed of different power plants and lube oil requirements				

SPUG POWER PLANTS AND BARGES

Plant Name	Quantity (Liters)	Delivery Mode	2024 Requirements, in Liters												Total (Liters)
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
LUZON															
BICOL															
LOT 8 - MASBATE (High Speed)	5,250														
1 Claveria DPP	4,200	Drum										4,200			4,200
2 Masbate Mini-Grid	1,050	Pail										1,050			1,050
a. Gilotongan DPP	420														
b. Naro DPP	630														
TOTAL	5,250														
PALAWAN															
LOT 9 - RIZAL	3,780														
1 Rizal DPP															
a. High Speed	1,050	Drum										1,050			1,050
b. Medium Speed	2,100	Drum										2,100			2,100
2 Balabac DPP (High Speed)	630	Drum										630			630
TOTAL	3,780														
GRAND TOTAL LUZON	9,030														

TERMS OF REFERENCE
ATTACHMENT D
SCHEDULE OF MONTHLY ENGINE LUBRICATING OIL REQUIREMENTS

SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL
TO SPUG POWER PLANTS AND BARGES FOR CY 2024
PR NO. HO-FMG24-009(NP-EC2)

Schedule IA - Diesel-Fired Engine, High Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Delivery Mode	2024 Requirements, in Liters												Total (Liters)
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
VISAYAS															
WESTERN VISAYAS															
PER PLANT															
1 Gigantes DPP (High Speed)	1,680	Pail										1,680			1,680
TOTALS	1,680														
GRAND TOTAL VISAYAS HS	1,680														

Schedule 1A - Diesel-Fired Engine, High Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Delivery Mode	2024 Requirements, In Liters												Total (Liters)
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
MINDANAO															
EASTERN MINDANAO															
LOT 12 - EASTERN MINDANAO (High Speed)	5,880														
1 Kalamansig DPP	1,470	Drum										1,470			1,470
2 Palimbang DPP	210	Drum										210			210
3 Sen. Ninoy Aquino DPP	2,730	Drum										2,730			2,730
4 Talicud DPP	1,470	Drum										1,470			1,470
LOT 13 - DINAGAT	3,670														
1 Dinagat DPP															
a. Medium Speed	840	Drum										840			840
b. SAE 30	840	Drum										840			840
2 PB 116 (High Speed)	1,890	Drum										1,890			1,890
TOTAL	9,450														
GRAND TOTAL MINDANAO	9,450														

**NATIONAL POWER CORPORATION
CY 2024 ADDITIONAL ENGINE LUBRICATING OIL REQUIREMENTS**

SPUG POWER PLANTS AND BARGES

PLANT NAME	QUANTITY, liters	Approved Budget for Contract (ABC), PhPesos
SCHEDULE IA - DIESEL-FIRED, HIGH SPEED		
BICOL		
LOT 8 - MASBATE (High Speed)	5,250	653,475.00
1 Claveria DPP		
2 Masbate Mini-Grid		
a. Gilotongan DPP		
b. Naro DPP		
PALAWAN		
LOT 9 - RIZAL***	3,780	462,450.00
1 Rizal DPP		
a. High Speed	1,050	131,856.00
b. Medium Speed	2,100	251,481.00
2 Balabac DPP (High Speed)	630	79,113.00
VISAYAS		
WESTERN VISAYAS		
PER PLANT		
1 Gigantes DPP (High Speed)	1,680	209,490.00
MINDANAO		
EASTERN MINDANAO		
LOT 12 - EASTERN MINDANAO (High Speed)	5,880	783,839.00
1 Kalamansig DPP		
2 Palimbang DPP		
3 Sen. Ninoy Aquino DPP		
4 Talicud DPP		
LOT 13 - DINAGAT DPP***	3,570	505,288.00
1 Dinagat DPP		
a. Medium Speed	840	116,762.00
b. SAE 30	840	114,805.00
2 PB 116 (High Speed)	1,890	273,721.00

Note:

*** - Lot composed of different power plants and lube oil requirements

ATTACHMENT F

CHECKLIST OF DOCUMENTARY REQUIREMENTS

- 1.) Eligibility (1st Envelope)**
- 2.) Technical (1st Envelope); and**
- 3.) Financial (2nd Envelope)**

I. Eligibility Documents (First Envelope):

Legal Documents

- (i) Valid and current Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located. In case of recently expired Mayor's/Business Permit 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 2016 Revised IRR of R.A. 9184;

II. Technical Documents (First Envelope)

- (i) Letter of Guarantee (Attachment G);
- (ii) Omnibus Sworn Statement in accordance with Section 25.3 of the 2016 Revised IRR of RA 9184 and using the form prescribed in Attachment H, 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)
- (iii) Completely filled-out Technical Data Sheets (Attachment I)
- (iv) Statement of Bidder's Single Largest Completed Contract (Attachment J)

III. Financial Documents (Second Envelope)

- (i) Price Proposal Letter (Attachment K) and
- (ii) Price Proposal Form (Attachment L).

ATTACHMENT G

(Bidder's Letterhead)

Date

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

SUBJECT: Letter of Guarantee

Gentlemen:

We hereby guarantee to provide engine lubricating oil to the following power plants/delivery point(s) as follows:

(Indicate all power plants/delivery points proposed upon)

in accordance with Attachment "C" – Table of Delivery Points and the terms and conditions called for in the Terms of Reference for this requirement.

Very truly yours,

(Name & Signature)
(Designation)

Doc. No. _____
Page No. _____
Book No. _____
Series of 202_

ATTACHMENT H

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

ATTACHMENT H

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]

ATTACHMENT I - TECHNICAL DATA SHEETS**SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL
TO SPUG POWER PLANTS AND BARGES FOR CY 2024**

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

1.0 TECHNICAL DATA

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
1	ENGINE LUBRICATING OIL SPECIFICATIONS FOR DIESEL OIL FIRED - HIGH SPEED	Refer to Annex "A"	
2	DIESEL OIL FIRED ENGINE - MEDIUM SPEED	Refer to Annex "B"	
3	ENGINE LUBRICATING OIL SPECIFICATIONS FOR INDUSTRIAL FUEL OIL (DIESEL) FIRED - MEDIUM SPEED (DAIHATSU - ROCKER ARM, ABC, SAE 30)	Refer to Annex "C"	

Name of Bidder :

Signature of Bidder :

TERMS OF REFERENCE

ATTACHMENT I

SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL
TO SPUG POWER PLANTS AND BARGES FOR CY 2024
PR NO. HO-FMG24-009(NP-EC2)

ANNEX "A"

**ENGINE LUBRICATING OIL SPECIFICATIONS
DIESEL OIL FIRED ENGINE - HIGH SPEED**

Property	Unit	Standard Method	NPC Specifications			Suppliers Data			Comply / Not Comply
			Min	Max	Remarks	Min	Max	Remarks	
1. Viscosity Grade		IP-71 / ASTM-D445	SAE15W40		min. viscosity @ 100 °C				
2. Total Base Number (TBN)	mgKOH/g	IP-276 / ASTM-D2896	9						
3. API Level or equivalent in JASO & ACEA			CI-4						

Note: API level must supported by certification from API or equivalent certifying body.

Name of bidder: _____

Signature of bidder: _____

TERMS OF REFERENCE

ATTACHMENT I

SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL
TO SPUG POWER PLANTS AND BARGES FOR CY 2024
PR NO. HO-FMG24-009(NP-EC2)

ANNEX "B"

ENGINE LUBRICATING OIL SPECIFICATIONS
DIESEL OIL FIRED ENGINE - MEDIUM SPEED & INDUSTRIAL FUEL OIL (DIESEL) FIRED ENGINE - MEDIUM SPEED (Main Engine)

Property	Unit	Standard Method	NPC Specifications			Suppliers Data			Comply / Not Comply
			Min	Max	Remarks	Min	Max	Remarks	
1. Viscosity Grade		IP-71 / ASTM-D445	SAE 40		min. viscosity @ 100 °C				
2. Total Base Number (TBN)	mgKOH/g	IP-276 / ASTM-D2896	9						
3. API Level or equivalent in JASO & ACEA			CF						

Note: API level must supported by certification from a certifying body.

Name of bidder: _____

Signature of bidder: _____

TERMS OF REFERENCE

ATTACHMENT I

SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL
TO SPUG POWER PLANTS AND BARGES FOR CY 2024
PR NO. HO-FMG24-009(NP-EC2)

ANNEX "C"

**ENGINE LUBRICATING OIL SPECIFICATIONS
INDUSTRIAL FUEL OIL (DIESEL) FIRED ENGINE - MEDIUM SPEED
(Rocker Arm, ABC & SAE 30)**

Property	Unit	NPC Specifications	Suppliers Data	Comply / Not Comply
1 Grade		SAE 30		
2 Specific Gravity @ 15.6°C		0.8850 - 0.8973		
3 Flash Point, COC	°C	200 - 250		
4 Viscosity @ 40°C	cST	96.6 - 104.5		
5 Viscosity @ 100°C	cST	11.4 - 12.1		
6 Viscosity Index		100 - 105		
7 Pour Point	°C	≤ -6		
8 Total Based No. (TBN)	mgKOH/g	10		

Name of bidder: _____

Signature of bidder: _____

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	%		

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Attachment “K”

Price Proposal Letter

Date: _____

To: NATIONAL POWER CORPORATION
BIR Road Cor. Quezon Ave., Diliman, Quezon City

Gentlemen:

Having examined the Terms of Reference for this requirement, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide [description of Supply] in conformity with the said Terms of Reference for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Price Proposal Form attached herewith and made part of this Proposal.

We undertake, if our proposal is accepted, to supply and deliver the Engine Lubricating Oil in accordance with the delivery schedule specified in Attachments “C” – Table of Delivery Points for Bidding.

If our proposal is accepted, we undertake to provide a performance security in the form, amounts, and within the terms specified in the Terms of Reference.

We agree to abide by this Proposal and it shall remain binding upon us up to the full term of the contract. Until a formal Contract is prepared and executed, this Proposal, 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 any Proposal you may receive.

Dated this ____ day of _____ 202____.

[signature]

[in the capacity of]

Duly authorized to sign the Proposal for and on behalf of _____

TERMS OF REFERENCE
ATTACHMENT L
PRICE PROPOSAL FORM

SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL
TO SPUG POWER PLANTS AND BARGES FOR CY 2024
PR NO. HO-FMG24-009(NP-EC2)

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2024
BID PRICE PROPOSAL

Schedule IA - Diesel-Fired Engine, High Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity Liters	Delivery Mode	Source (Local Source / Country of Origin)	Delivery Point (Yes/No)	Bid P/Liter	Excise Tax P/Liter	Bid Price P/Liter	Discount P/Liter	Delivery Cost P/Liter	E-VAT P/Liter	Delivered Price P/Liter	Total Contract Price Pesos
A	B	C	D	E	F	G	H	I	J	K	L	M
LUZON												
MASBATE												
LOT 8 - MASBATE (High Speed)	5,250											
1 Claveria DPP	4,200	Drum				10.0000						
2 Masbate Mini-Grid	1,050	Pail				10.0000						
a. Gifotongan DPP	420											
b. Naro DPP	630											
TOTAL	5,250											
PALAWAN												
LOT 9 - RIZAL ***	3,780											
1 Rizal DPP												
a. High Speed	1,050	Drum				10.0000						
b. Medium Speed	2,100	Drum				10.0000						
2 Balabac DPP (High Speed)	630	Drum				10.0000						
TOTAL	3,780											
GRAND TOTAL LUZON	9,030											
VISAYAS												
WESTERN VISAYAS												
PER PLANT												
1 Gigantes DPP (High Speed)	1,680	Drum				10.0000						
TOTAL	1,680											
GRAND TOTAL VISAYAS	1,680											
MINDANAO												
EASTERN MINDANAO												
LOT 12 - EASTERN MINDANAO (High Speed)	5,880	Drum				10.0000						
1 Kalamansig DPP	1,470											
2 Palimbang DPP	210											
3 Sen. Ninoy Aquino DPP	2,730											
4 Talicud DPP	1,470											

TERMS OF REFERENCE
ATTACHMENT L
PRICE PROPOSAL FORM

SUPPLY AND DELIVERY OF ADDITIONAL ENGINE LUBRICATING OIL
TO SPUG POWER PLANTS AND BARGES FOR CY 2024
PR NO. HO-FMG24-009(NP-EC2)

NATIONAL POWER CORPORATION
ENGINE LUBRICATING OIL REQUIREMENTS FOR CY 2024
BID PRICE PROPOSAL

Schedule IA - Diesel-Fired Engine, High Speed
SPUG POWER PLANTS AND BARGES

Plant Name	Quantity	Delivery Mode	Source	Delivery Point	Bid	Excise Tax	Bid Price	Discount	Delivery Cost	E-VAT	Delivered Price	Total Contract Price
	Liters		(Local Source / Country of Origin)	(Yes/No)	P/Liter	P/Liter	P/Liter	P/Liter	P/Liter	P/Liter	P/Liter	Pesos
A	B	C	D	E	F	G	H	I	J	K	L	M
LOT 13 - DINAGAT***	3,570											
1 Dinagat DPP												
a. Medium Speed	840	Drum				10.0000						
b. SAE 30	840	Drum				10.0000						
2 PB 116 (High Speed)	1,890	Drum				10.0000						
TOTAL	3,570											
GRAND TOTAL MINDANAO	3,570											

Notes:

*** - Bidders shall submit bids to all the power plants and lube oil requirements under the Lot. Incomplete submission shall be a ground for disqualification for the particular lot.

D - Bidder should indicate the following: 1) Local Source - Ex. Terminal, Depot or Source Point, location 2) Ex-EPZA, 3) Imported - origin.

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

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

F, I & J - Indicate bids for Bid, Discount and Delivery Cost. [Round off to four (4) decimal places].

H - Refers to the bid of the prospective bidder which include production cost and excise tax. Bid Price = Bid + Excise Tax [Round off to four (4) decimal places].

G - Excise Tax pursuant to R.A. 10963, Tax Reform for Acceleration and Inclusion (TRAIN) Law.

K - Expanded Value Added Tax pursuant to BIR Revenue Regulations No. 16-2005. E-VAT = (Bid Price + Delivery Cost) x 0.12 [Round off to four (4) decimal places].

L - Delivered Price = Bid Price - Discount + Delivery Cost + E-VAT [Round off to four (4) decimal places]

M - Total Contract Price = Quantity x Delivered Price. (Round off to two (2) decimal places).

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