



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

BID DOCUMENTS

**Name of Project : LEASE OF 5.0 MW MODULAR DIESEL GENSETS
FOR BOAC DIESEL POWER PLANT**

Project Location : Boac, Marinduque

Specification No. : LuzP24Z1774SI

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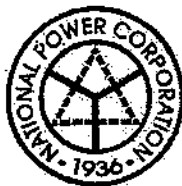
Design and Development Department



SECTION I

INVITATION TO BID





National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2025-0100

- The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2025 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-BOA25-009 / PB250319-AM00064 Lease of 5.0MW Modular Diesel Gensets for Boac Diesel Power Plant	Lease of Modular Diesel Generating Set/s or Operation and Maintenance (O&M) of Diesel Generating Sets or Supply, Delivery, Installation, Test and Commissioning of Diesel Generating Set/s	07 March 2025 9:30 A.M.	19 March 2025 9:30 A.M.	₱ 59,459,000.00 / ₱ 50,000.00
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

- 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-BOA25-009	Twelve (12) Months – Maximum Six (6) Months - Minimum	Ten (10) Years

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


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

- Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
- A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. Payments via check, the payee should be: **NPC Bid Document Transactions. Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.**
- The National Power Corporation will hold a Pre-Bid Conference on the date, time and venue stated above. Interested bidder/s is/are allowed to join and participate in the Pre-Bid 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:

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate
 - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
 - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
 - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be in the Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:
- Bids and Contracts Services Division,
Logistics Department
Gabriel Y. Itchon Building
Senator Miriam P. Defensor-Santiago Ave. (formerly BIR Road)
Cor. Quezon Ave., Diliman, Quezon City, 1100
Tel Nos.: Tel Nos.: 8921-3541 local 5564/
Email: bcscd@napocor.gov.ph /**
12. You may visit the following websites:

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


LARRY T. SABELLINA
Vice President, MinGen and
Chairman, Bids and Awards Committee

SECTION II

INSTRUCTIONS TO BIDDERS

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SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **LEASE OF 5.0 MW MODULAR DIESEL GENSETS FOR BOAC DIESEL POWER PLANT**, with identification number **LuzP24Z1774SI**.

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 2025 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 prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC) (NPCSF-GOODS-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02) shall comply with the documentary requirements specified in the **BDS**.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

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

14.2. The Bid and bid security shall be valid for **One Hundred Twenty (120) calendar** days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit Two (2) copies of the first and second components of its Bid, marked **Original** and photocopy. Only the original copy will be read and considered for the bid.

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

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section 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>NPC shall only accept bids from proven and experienced Lessors. Bidders with below/unsatisfactory performance or contract terminated due to poor performance from any of the lessees including NPC, shall not be allowed to participate in this procurement.</p> <p>For this purpose, similar contracts shall refer to Lease of Modular Diesel Generating Sets or Operation and Maintenance (O & M) of Diesel Generating Sets or Supply, Delivery, Installation, Test and Commissioning of Diesel Generating Set/s</p> <p>The contract/s for O & M of Diesel Generating Sets refers only to the corresponding cost of the completed portion of said contract as of the time of the bid submission and shall be considered and must be equivalent to at least 50% of the ABC. Said completed portion of the O & M contract shall be included in Form No. NPCSF-GOODS-03 (Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid). Likewise, the on-going portion of the O & M contract shall also be included in Form No. NPCSF-GOODS-02 (List of all On-going Government and Private Contracts including Contracts Awarded but not yet started).</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<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>
10.1	<p>The prospective bidder shall submit a valid and updated Certificate of PhilGEPs Registration under Platinum Membership (all pages including the Annex A of the said Certificate). Non-compliance shall be a ground for disqualification.</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</p>

	<p>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. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes.</p>
10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Duly signed and completely filled-out Technical Data Sheets (Section VI – Part II); <p>Manufacturer's brochures, manuals and other supporting documents of equipment, materials, hardware and tools proposed by the bidders must comply with the technical specifications of such equipment, materials, hardware and tools. It shall be a ground for disqualification if the submitted brochures, manuals and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process.</p> <p>Equipment, materials, hardware and tools proposed by the winning bidder to be supplied, which were evaluated to be complying with the technical specifications, shall not be replaced and must be the same items to be delivered/installed/used during the contract implementation. Any proposed changes/replacement of said items may be allowed on meritorious reasons subject to validation and prior approval by NPC.</p> <ol style="list-style-type: none"> 2. Complete eligibility documents of the proposed sub-contractor, if any
12	<p>The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
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.

15.0	<p>All bid submissions and related correspondences are confidential and for viewing only by the intended recipient/s. Any unauthorized access to review, reproduce, or disseminate the information contained therein is strictly prohibited. The National Power Corporation (NAPOCOR) does not guarantee the security of any information electronically transmitted.</p> <p>Bid submissions and related correspondences may contain personal and sensitive personal information, and are subject to the Data Privacy Act of 2012, its implementing rules, regulations and issuances of the National Privacy Commission of the Philippines ("Privacy Laws"). By viewing, using, storing, sharing and disposing (collectively "Processing"), such bids submissions and correspondences, you agree to comply with the Privacy Laws. By responding to correspondence, you consent to the Processing by NAPOCOR of the Personal Data contained in your submission/reply in accordance with NAPOCOR's Personal Data Privacy Policy which you can find at http://www.napocor.gov.ph.</p> <p>To report any privacy issue, contact the Data Privacy Officer at dpo@napocor.gov.ph.</p> <p>NAPOCOR is not liable for the proper and complete transmission of the information contained in bid submission/correspondences nor for any delay in its receipt.</p>
19.3	<p>The goods are grouped together in one (1) lot and will be awarded to one (1) bidder in one complete contract. Partial bid is not allowed.</p> <p>Bids shall also be evaluated based on the Bid Price Offer, PLUS the computed fuel consumption for the specified contract period at Net Generating Capacity to be inputted in the Technical Data Sheet (<i>Form VI.II.2 Fuel Consumption @ Net Generating Capacity</i>) and shall be accomplished and submitted by the Bidders. The sum will be the Total Evaluated Bid Cost. The Bidder with the least Total Evaluated Bid Cost shall be the Lowest Calculated Bid (LCB). The formula for the Fuel Consumption is stated below. It is understood however, that the award of contract shall be at the Bidder's submitted bid price or its calculated bid price due to computational errors, omissions and discount, whichever is lower. Contract amount shall be exclusive of computed fuel consumption.</p> <p>Consumption = (Bidder's Guaranteed Fuel Rate at Net Generating Capacity, in lit./Kw-Hr) multiplied by (fuel cost per liter) multiplied by (operating hours for the period specified) multiplied by (Net Generating capacity in Kw)</p> <p>The corrected bid price (calculated bid) due to computational errors, omissions and discounts; PLUS: the computed Fuel Consumption, shall become the Total Evaluated Bid Cost, for bid comparison purposes.</p>
19.5	<p>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.</p>
20.1	<p>Additional documents to be submitted during Post-Qualification:</p>

	<p>a. Class A – Eligibility Documents listed on the Annex A of Certificate of PhilGEPs Registration under Platinum Membership pursuant to Section 34.3 of the Revised IRR of R.A. 9184</p> <p>b. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02);</p> <p>c. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02;</p> <p>d. Contract/Purchase Order for the contract stated in the Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03)</p> <p>e. Drawings and documents to be submitted during post-qualification process as specified in Section VI-Technical Specifications, if any</p>
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

GCC Clause	
1	<p>Delivery/Deployment Duration -</p> <p>Mobilization, site development works as necessary and commissioning of modular diesel generating units shall be completed within the period specified in Clause TS-1.3 of Section VI, Part I - Technical Specifications. Commercial operation shall commence after the completion of the said works.</p> <p>Lease Contract Period -</p> <p>The lease duration/contract period and deployment schedule is specified in Clause TS-1.1 of Section VI, Part I - Technical Specifications. It is understood however that the contract can be terminated any time at the discretion of NPC depending on the power requirement of the local power system and NPC-SPUG's own plant expansion program. The contract can be also terminated by NPC in whole or in part, at any time, on more than one occasion for its convenience after the minimum period specified. Likewise, NPC has the option to reduce the contracted 5.0 MW capacity after the minimum period.</p> <p>In case of contract termination or time extension in whole or in part, the Lessor shall be advised in writing not less than thirty (30) calendar days before the intended date of termination or time extension. In the event of contract partial termination, the contract price shall be reduced accordingly based on the following formula and examples:</p> <p style="padding-left: 40px;">Reduction of 1.0 MW capacity of 5.0 MW - 24 hrs/day operation:</p> <p style="padding-left: 40px;">New Contract Price = (5.0 MW – 1.0 MW)/5.0 MW x Contract price for the 5.0 MW - 24 hrs/day operation</p> <p>h reduction of contract capacity however shall not exceed fifty percent (50%) of the original contracted capacity.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Technical Provisions:</p> <ul style="list-style-type: none"> (a) Upon receipt of the notice to proceed, Lessor shall secure Certificate of Compliance (COC) for the new generating facility from the Energy Regulatory Commission (ERC); (b) Installation at site, supply of labor and materials including power cables terminations, test and commissioning and synchronization; (c) furnishing of a detailed operations and maintenance manual and tools required for operation and/or maintenance of the leased GOODS; (d) Operation and maintenance and/or repair of the supplied GOODS, for the entire lease period;

	<p>(e) Supply of labor and materials in the installation at site and tapping of the leased GOODS to immediate breaker or cut-out of existing 13.8KV power line for integration with the local power system;</p> <p>(f) Site development, construction of perimeter lighting and access road of designated sites which shall form part of the mobilization and demobilization cost;</p> <p>The Contract price for the GOODS shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier shall carry sufficient inventories of spare parts at site to assure continuous operation during the lease period.</p> <p>Insurance –</p> <p>The GOODS supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to transportation, delivery, installation and operation. The GOODS remain at the risk and title of the Supplier during and after the lease period.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the PROCURING ENTITY against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the GOODS or any part thereof.</p>
2.2	<p>1. Lessee shall pay the Lessor the value of the total contract cost in the following manner:</p> <ol style="list-style-type: none"> Lesser shall bill Lessee the first monthly rental and operation & maintenance after the first month of operation including all other lot items in the price schedule except for demobilization; less: deductions due to power shortfall and applicable penalties if any; The succeeding billings shall be the monthly rental and operation & maintenance after each month of operation less: deductions due to power shortfall and applicable penalties if any; The demobilization cost and the last month rental shall be paid upon the completion of site clearing and moving out of modular generating units and accessories;

- d. The Lessor shall bill Lessee on the first day of the following month after each month of operation for the rental service. Copies of the following supporting documents must be included in the Billing Statement:

A. FIRST BILLING

- Contract or Agreement
- Notice of Award
- Irrevocable Standby LC or Guaranteed Bond/Performance Bond (duly authenticated by Trade and Insurance Services/ Risk Management Department of NPC).
- Billing Statement of Lessor in letter form/Invoice
- Tax Exemption Certificate issued by Bureau of Customs (if Lessor is claiming they are not covered by taxes), if any.
- Certification/Report by authorized NPC Official re: fuel guaranteed utilization and guaranteed flue gas emission per contract verified by both parties.
- Test/Acceptance Report.
- Certificate of Mobilization duly signed by authorized NPC Official.
- NPC's Tender Documents.
- Certificate of Funds Availability.
- Basis of Award of the Contract
- COC issued by ERC or proof of filing from ERC

B. SECOND AND SUCCEEDING BILLINGS

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

C. FINAL BILLINGS

- Rental and Demobilization Billing Statement of Lessor in letter form/Invoice
- Joint Inspection Report/Certificate Contract Completion re: rental completion duly signed by authorized NPC Official and Lessor's representative.
- Certification/Report by authorized NPC Official re: fuel guaranteed utilization and guaranteed flue gas emission per contract verified by both parties.

	<ul style="list-style-type: none"> • Lessor's Affidavit of Quit Claim (duly notarized) • NPC Head Office Clearance • NPC Field Office Clearance • Lessee shall furnish Lessor the supporting documents specified under Lessee's responsibility on or before the first day of first claim and last claim. • Certificate of Demobilization issued by authorized NPC Official <p>e. Lessee shall pay the Lessor within thirty (30) calendar days upon receipt of the billing statement with complete supporting documents.</p> <p>f. Lessee shall furnish Lessor a certificate regarding VAT and withholding tax deducted from the Lessor.</p> <p>2. The currency in which payment is made to the Lessor under this Contract shall be in Philippine Pesos.</p> <p>3. To avoid frontloading of incidental expenses during contract extension, the following shall be the basis for payment of the daily lease contract for the said contract extension:</p> <p>Extension for n days = $\frac{\text{Total Contract Price (1 - \% Incidental Cost)} \times n}{365}$</p> <p>Where:</p> <ul style="list-style-type: none"> • If % Incidental Cost is equal to or less than 10%, use 10% • If % Incidental Cost is greater than 10%, use the actual percentage
3.2	<p>1. The following must be indicated in the performance bond to be posted by the Contractor:</p> <ol style="list-style-type: none"> Company Name Correct amount of the Bond Contract/Purchase Order Reference Number Purpose of the Bond: "To guarantee the faithful performance of the Principal's obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties." <p>2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project.</p> <p>3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond</p>

	<p>first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC.</p> <p>4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:</p> <ul style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.
4	The inspections and tests that will be conducted are specified in the Technical Specifications.
5	<p>a) The Supplier warrants that the GOODS leased under the Contract are in top conditions and capable of providing the required output without exceeding its guaranteed maximum fuel consumption throughout the duration of the lease period.</p> <p>b) The Supplier also warrants that all GOODS leased under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the leased GOODS in the conditions prevailing at the site of final destination.</p> <p>c) The Supplier further warrants that that defects and/or malfunction during the lease period shall be corrected by the Supplier with due dispatch and put back the equipment in normal operation at the earliest possible time.</p> <p>The PROCURING ENTITY shall deduct from the monthly billing all power shortfalls and penalties arising from non-compliance of its guaranteed output and fuel consumption.</p>

SECTION VI

TECHNICAL SPECIFICATIONS



PART I – TECHNICAL SPECIFICATIONS**TABLE OF CONTENTS****CLAUSE NO. TITLE PAGE NO.**

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PART I – TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

TS-1.1 Project Description

This specification covers the technical and associated requirements for the lease of 5.0 MW "Net Generating Capacity" continuous output modular diesel generating (DG) sets at 24-hour daily operation for a period of six (6) months minimum and twelve (12) months maximum.

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

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

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

TS-1.2 Project Location

The modular DG sets complete with auxiliary equipment, associated electrical equipment and devices shall be deployed to the existing Boac Diesel Power Plant located at Boac, Marinduque Island. It shall be located preferably at the area where the existing/previous modular DG sets are/were operated or as directed by NPC Plant Management.

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

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

TS-1.3 Delivery/Deployment Duration

The delivery, installation, testing and commissioning of the modular DG sets shall be completed by the Lessor in thirty (30) calendar days from receipt of Notice to Proceed. Commercial Operation of the DG sets shall commence after the completion of the said works.

If the Lessor fails to complete the mobilization works as well as the commencement of the Commercial Operation within the prescribed delivery/deployment period reckoning from the receipt of Notice to Proceed due to reasons attributable to the Lessor, a penalty shall be imposed by way of Liquidated Damages in accordance to Annex D of the Revised IRR of 9184 (*One-tenth of 1.0% of the cost of the unperformed portion for every day of*

delay). The cost of the unperformed portion shall be the contract price for Item 3 (Mobilization/Transportation Cost including installation, tapping, test and commissioning and VAT) of the Bid Price Schedule.

Note: For the lump sum contract price, the cost of Item 3 (Mobilization/Transportation Cost including installation, tapping, test and commissioning and VAT) shall be pegged at 5%.

TS-1.4 Lease Duration

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

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

TS-2.0 SCOPE OF WORKS

TS-2.1 By the Lessor

1. Provide the required "Net Generating Capacity" continuous output modular DG sets at 24-hour daily operation for a period of six (6) months minimum and twelve (12) months maximum complete with auxiliary equipment, generator transformer/s, billing meter, day tank, power/control instrumentation cables, protection equipment, associated line materials and hardware and other appurtenances as required in the Specifications.
2. The units shall be capable of parallel operation both at base load and voltage regulation at required net generating capacity while synchronized with NPC-owned generating units of different make/s and rating/s. The Lessor may deploy gensets with different capacity including spare unit to meet the required net generating capacity provided that the number of units can be accommodated in the designated area within the plant site. The "Net Generating Capacity" means the net amount of power delivered based on prevailing site conditions measured at the kilowatt-hour demand meter (to be provided by Lessor) on the secondary (high voltage) side of the generator transformer as guaranteed by the Lessor for the duration of the lease period.
3. Guaranteed diesel fuel rate at site conditions shall not be more than 0.28L/kW-hr at dispatched monthly average load of 60 to 100 percent of net generating capacity. However, penalty shall be applied if the calculated fuel rate at site conditions exceeds the fuel rate guaranteed by the Lessor and to be computed as specified in Clause TS-4. Lessor and Lessee, before the start of contract implementation, shall establish and agree on fuel cap curve limit for the dispatched monthly average load that is below 60 percent of the net generating capacity.

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

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

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

4. The modular DG sets must be truck-mounted and/or containerized, multi-units, 1,800 RPM, 60 Hz with generator voltage to be determined by the Lessor.
5. The modular DG sets and transformer/s shall be equipped with appropriate switchgear, protection and control, monitoring and metering devices to be installed at the space provided by Lessee and shall conform with the existing plant's system configuration.
6. The modular DG Set package shall have black-start capability, to be able to start-up and operate without need for feedback power supply from the grid.
7. Lessor shall be responsible for visiting/inspecting the deployment site and thoroughly investigate and familiarize himself with all the conditions surrounding the area, make assessment on the existing physical conditions and configurations of plant equipment where interconnections shall be made, take particular reference to its accessibility, means of communication and transportation, determine possible sources of materials and equipment to be supplied/utilized during project execution, and all other factors that could hamper the smooth execution of the contract. Any and/or all expenses arising through the lack of knowledge or understanding regarding the existing conditions of the site shall be the responsibility of the Lessor and no additional payment shall be made thereof by the Lessee.
8. Undertake packaging and transshipment of plant equipment from country of origin to the Philippines if not available locally including inland transports, installation and test/commissioning at site; and dismantling, repackaging, and inland/sea transports from the Philippines to country of source/origin at their own cost after the lease period.
9. Shoulder all import duties, VAT and other taxes/levies imposed by the Philippine Government on the equipment brought into the Philippines by the Lessor.
10. Provide and bear the cost of all spare parts, greases, lubricating oil, coolant, chemicals and other consumables throughout the contract duration, except fuel oil.

11. Provide qualified personnel at site who will undertake the supervision and operation of the plant including the conduct of periodic service, tests, and maintenance of the equipment to ensure continuous, efficient, reliable and safe operation of the plant. Lessor shall designate Resident Engineer or Technician at site to act as overseer of operation and maintenance during contract period.
12. Undertake the works if necessary which consist of, but not limited to the following:
 - 12a. Moving in, site preparation (backfilling and leveling as required), including furnishing, installing all equipment, test and commissioning, operating and maintaining the leased modular DG Sets.

Site emission tests shall be conducted by a Third Party Service Provider duly accredited by the Department of Environment and Natural Resources-Environmental Management Bureau (DENR-EMB).
 - 12b. Supply of materials and installation/tapping to nearest source of water supply for domestic and potable water requirements of the modular DG sets; and
 - 12c. Installation of perimeter lighting and seclusion fence (barb wires), if necessary.
13. Provide and install auxiliary equipment and its power supply requirement, if necessary. The Lessor shall be responsible for providing his own electric power supply requirements during the lease period. The Lessor may apply for connection from any distribution utility/cooperative available in the area.
14. Provide and install the required terminal equipment, power, control and protection cables, protection equipment, and other appurtenances required for the connection of Lessor's plant to the existing system.
15. Provide and install fuel lines from existing storage tank or fuel line, fuel day tank/s and fuel pumps if necessary, required number of fully calibrated "Digital" fuel meter (supply & return) and associated accessories for the safe and reliable performance of the fuel oil supply system. Accuracy of fuel flow meters shall be $\pm 0.5\%$ of total flow. Calibration certificates of flow meters shall be submitted by the Lessor to NPC prior to commencement of the lease period.
16. Undertake proper storage and disposal of waste oil and other kinds of waste from the DG sets and associated electrical equipment in accordance with DENR-EMB requirements and in coordination with Boac DPP. Waste oil shall be stocked in drums or appropriate container to maintain cleanliness. The Lessor shall pay for the cost of transport, treatment and analysis, if required, all waste/used oil.

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

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

TS-2.2 By the Lessee

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

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

h) Methyl laurate (C12 ME)	% wt.	PNS EN 14331 modified	0.8	
i) Free Water	% vol.			1.0

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

TS-3.0 DETERMINATION OF ACTUAL ENERGY DELIVERED AND FUEL CONSUMPTION

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

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

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

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

TS-4.0 CALCULATION OF ACTUAL FUEL CONSUMPTION AND PENALTY

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

1. Actual Fuel Rate (AFR) Calculation Formula

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

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

$$\text{Pf} = \text{DFC} \times (\text{AFR} - \text{GFR}) \times \text{AED} \times 1.5$$

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

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

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

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

- Example: 6.0 MW "Net Generating Capacity" continuous output modular DG sets at 24 operating hours per day

Guaranteed Net Generating Capacity : 5.0 MW

Power Available	:	4.8 MW (shortfall of 0.2 MW)
Unavailable period	:	10 hrs.
Rental Shortfall for the Month	=	Monthly Rental Rate x (0.2MW/5.0MW) x (10 hrs / Total No. of Operating hrs in a month)
Actual Rental for the Month	=	Monthly Rental – Rental Shortfall for the Month (Pesos)

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

Total No. of Operating hours in a month:

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

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

*= 672/696 hrs. for the month of
February*

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

TS-6.0 CALCULATION OF PENALTY DUE TO POWER SUPPLY SHORTFALL

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

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

TS-7.0 PENALTY DUE TO ENVIRONMENTAL REGULATIONS

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

shall be treated as Power Supply Shortfall, hence, the computation of penalty as specified in TS-6.0 applies.

The DG sets shall comply with the Emission Standards of the Philippine Clean Air Act of 1999, including but not limited to the following:

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

The DG sets shall comply with the DENR Environmental Quality Standards for Noise in General Areas as follows:

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

TS-8.0

CALCULATION OF PAYMENT FOR THE MONTH

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

Payment for the month = Monthly Rental Rate/s* **less** Deduction on Rental for the Month due to Shortfall (if any) **less** applicable penalties (if any)

* Refer to Clause TS-5.0

Note: For new lessor, the payment for the monthly rate shall commence from the 1st day of commercial operations.

TS-9.0 TEST AND COMMISSIONING

TS-9.1 General

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

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

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

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

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

TS-9.2 Commissioning Test

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

1. Trial run of individual auxiliary equipment;
2. System sequential operation;
3. Generating unit tripping device test;
4. No load operation of DG sets;
5. Test of control systems safety and operating functions;
6. Unit start-up/stop tests;
7. Unit synchronization;
8. Load sharing test;
9. Load rejection test (at 50%, 75% and 100%);
10. Capacity & fuel rate test (at 50%, 75% and 100%); and
11. Tests for Sound Pressure Level, SO_x, NO_x, CO and Particulates Emission Levels. SO_x and Particulate testing are not required for engine stack size with less than 12" Ø. Emission testing on each stack is required for diesel gensets with dual stacks.

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

SECTION VI

TECHNICAL SPECIFICATIONS

(PART II - TECHNICAL DATA SHEETS)

PART II – TECHNICAL DATA SHEETS**TABLE OF CONTENTS**

SECTION	DESCRIPTION	PAGE
VI.II.1	DIESEL GENERATING SET/S DATA 5000kW @ 24 hr/day operation	VI-TDS-1
VI.II.2	FUEL CONSUMPTION @ NET GENERATING CAPACITY	VI-TDS-2

Name of Firm_____
Name & Signature of Representative_____
Designation

SECTION VI - TECHNICAL SPECIFICATIONS

PART II - TECHNICAL DATA SHEETS

NOTES

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

Name of Firm

Name & Signature of Representative

Designation

PART II - TECHNICAL DATA SHEETS**VI.II.1 – DIESEL GENERATING SETS DATA****24 HR/DAY OPERATION
@ 5,000 KW NET GENERATING CAPACITY**

ITEM	DESCRIPTION	UNIT	NPC REQUIREMENT	SUPPLIER's DATA
1.1	Manufacturer	-	By Lessor	
1.2	Model/Type	-	By Lessor	
1.3	Modular Diesel Generator Set/s	-	Black Start Capability	
1.4	Net Generating Capacity measured at the high voltage side of the main transformer (aggregate)	kW	5,000 (Continuous Output @ site conditions)	
1.5	Guaranteed Fuel Rate at 6,000 kW Net Generating Capacity (Average)	li/kW-hr	0.280 (maximum @ site conditions)	
1.6a	Rated Capacity per Unit	kW	By Lessor	
1.6b	Number of Units (with Standby Unit, if any)	-	By Lessor	
1.7	Voltage	V	By Lessor	
1.8	Power factor	-	0.80 minimum	
1.9	Frequency	Hz	60	
1.10	No. of Phases	Ø	3	
1.11	Rated Speed	RPM	1800	
1.12	Transformer Capacity	KVA	By Lessor	
1.13	Transformer Vector Group	-	YNd11	
1.14	Maximum Sound Pressure Level @ 1 meter distance	dBA	85	
1.15	Maximum Permissible NOx (as NO ₂)	mg/Nm ³	2000 as NO ₂	
1.16	Maximum Permissible SOx (as SO ₂)	mg/Nm ³	700 as SO ₂	
1.17	Maximum Permissible CO	mg/Nm ³	500 as CO	
1.18	Particulates	mg/Nm ³	200	
1.19	Synchronizing Module	-	Included	
1.20	Parallel Operation & Load Sharing Function	-	Included	

Name of Firm

Name & Signature of Representative

Designation



PART II - TECHNICAL DATA SHEETS**VI.II.2 - FUEL CONSUMPTION @ NET GENERATING CAPACITY
(FOR EVALUATION PURPOSES)**

A	B*	C	D	E
DG Set/s Net Generating Capacity at Site Conditions (kW)	DG Set/s Guaranteed Fuel Rate at Net Generating Capacity @ Site Conditions (Liters/kilowatt-Hour)	Cost of Fuel (PhP/Ltr)	No. of Operating Hours (Hrs)	Twelve-Month Cost of Fuel Consumption at 100% Load Net Generating Capacity (PhP) (A x B x C x D)
5,000		70.20	8760**	

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

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

Name of Firm

Name & Signature of Representative

Designation



SECTION VII

SCHEDULE OF REQUIREMENTS

(BID PRICE SCHEDULE)



SECTION VII – SCHEDULE OF REQUIREMENTS**BID PRICE SCHEDULE (BPS)**

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

Name of Firm

Name & Signature of Representative

Designation



SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

TABLE OF CONTENTS

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

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)**

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

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

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

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

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

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

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

b. (CLASS B)

- For Joint Venture (if applicable), any of the following:
- Valid Joint Venture Agreement (NPCSF-GOODS-05)
 - OR**
 - Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract
- 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)*

Standard Form No: NPCSF-GOODS-01

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)
- Duly signed and completely filled-out Technical Data Sheets (Section VI – Part II)
- Brochures and performance characteristics of Goods offered in conformity with the technical specifications that include the following:
 - Diesel Engine & Generator Performance Curves
 - Engine Fuel Oil Consumption vs. Load
- Complete eligibility documents of the proposed subcontractor, if any

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

Standard Form No: NPCSF-GOODS-01

CONDITIONS:

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

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

Standard Form Number: NPCSF-GOODS-02

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

Business Name : _____
Business Address : _____

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

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____
Business Address : _____

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

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

Submitted by : _____
(Printed Name & Signature)
Designation : _____
Date : _____

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:

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

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

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

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.	<u>P</u>
2.	<u>P</u>

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)

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

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

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

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURES(S) _____

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

SEAL _____ SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
LEASE OF 5.0 MW MODULAR DIESEL GENSETS FOR BOAC DIESEL POWER PLANT,
LuzP24Z1774SI

To: **National Power Corporation**
Gabriel Y. Itchon Building
Sen. Miriam P. Defensor-Santiago Blvd.
(formerly BIR Road) corner Quezon Avenue
Diliman, Quezon City, Philippines 1100

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of R.A. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (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
Gabriel Y. Itchon Building
Sen. Miriam P. Defensor-Santiago Blvd.
(formerly BIR Road) corner Quezon Avenue
Diliman, Quezon City, Philippines 1100

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **LEASE OF 5.0 MW MODULAR DIESEL GENSETS FOR BOAC DIESEL POWER PLANT (LuzP24Z1774SI)** 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
Gabriel Y. Itchon Building
Sen. Miriam P. Defensor-Santiago Blvd.
(formerly BIR Road) corner Quezon Avenue
Diliman, Quezon City, Philippines 1100

[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 Guarantor's

[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