



National Power Corporation

SUPPLEMENTAL /BID BULLETIN NO. 1

to the Bid Documents for the:
**SUPPLY AND DELIVERY OF ADDITIONAL OIL-BASED FUEL TO SPUG POWER PLANTS
AND BARGES FOR CY 2022**
PR NO. HO-FMG22-006 / REF. NO. PB221012-JL

30 SEPTEMBER 2022

All prospective bidders and authorized copy holders of the Bid Documents of the above mentioned project are hereby informed of clarifications and changes as follows:

1. See attached revised documents/pages of the following:

- Page Section VII-BPPF-MQNLOD-2 of 2
- Page Section VII-BPPF-BOD-1 of 1
- Section VIII – Bidding Forms composed of 20 pages

2. CLARIFICATION ON THE QUERY RAISED DURING THE PRE-BID CONFERENCE

Query: Request to submit a certification in lieu of the BIR Withdrawal Certificate as requirement for the payment with the same purpose

Response: The request is denied. The BIR Withdrawal Certificate is mandatory requirement pursuant to Revenue Memorandum Circular No. 50-2014 dated 09 June 2014 (copy attached).

All other terms and conditions shall remain the same.

For the information and guidance of all authorized copy holders of the Terms of Reference (TOR) and prospective bidders.

For the Bids and Awards Committee:

RENE B. BARRUELA

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

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NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER TO DECEMBER 2022
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES
Schedule I - Diesel Oil

PLANT NAME	Quantity Kiloliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid Php/Liter	Discount Php/Liter	Biofuel Cost Php/Liter	Fuel Marking Fee Php/Liter	Excise Tax Php/Liter	Delivery Cost Php/Liter	E-VAT (12%) Php/Liter	Delivered Price Php/Liter	Total Contract Price PhpPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
DIESEL OIL														
LUZON														
Marinduque/Quezon/North Luzon Area														
Package 3 - Aurora/Quezon	550													
Per Plant														
1 Casiguran DP	366	DO	Tank Truck						0.06146	6.0000				
2 Palanan DP	50	DO	Tank Truck (a)						0.06146	6.0000				
Per Lot - Quezon	134	DO	Tank Truck (a)						0.06146	6.0000				
3 Jomalig DP														
4 Palnanungan DP														

NOTES (Letters refer to the column above):

- E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.
 - F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II - Table of Delivery Points for Bidding. Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.
 - G - Bid as submitted by the Bidder.
 - H - Discount refers to the total deductions given by the prospective supplier.
 - I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9387, the Biofuels Act of 2006 and its IRR.
 - J - Fuel Marking Fee pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = Php 0.068884 / liter (VAT inclusive)
 - K - Excise Tax pursuant R.A. 10363, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.
 - M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 16-2005.
E-VAT = $(0.98 \times \text{Bid} - \text{Discount}) \times (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost}$] x 0.12 [Note: Round off to four (4) decimal places]
 - N - Delivered Price = $(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + \text{E-VAT}$. [Note: Round off to zero (0) decimal places]
 - O - Total Contract Price, Pesos = Delivered Price x Quantity [Note: Round off to zero (0) decimal places]
- The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright. Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

(a) To be transferred to drums at delivery point.
(b*) Fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.

_____ Date

_____ Company Name

Signature over Printed Name
Authorized Representative

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER TO DECEMBER 2022
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES
Schedule I - Diesel Oil

PLANT NAME	Quantity Kiloliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid Php/Liter	Discount Php/Liter	Biofuel Cost Php/Liter	Fuel Marking Fee Php/Liter	Excise Tax Php/Liter	Delivery Cost Php/Liter	E-VAT (12%) Php/Liter	Delivered Price Php/Liter	Total Contract Price PHPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
DIESEL OIL														
LUZON														
Bicol Area														
Package 6 - Masbate	546													
Per Plant														
1 Ticao DP	502	DO	Tank Truck						0.06146	6.0000				
Per Lot - Masbate Mini-Grid														
2 <i>Gilongan DP</i>	44	DO	Tank Truck						0.06146	6.0000				
3 <i>Naro DP</i>														
Package 7 - Camarines Sur														
1 San Pascual DP	82	DO	Tank Truck (a)						0.06146	6.0000				
Package 8 - Albay/Camarines Norte														
Per Lot - Albay														
1 Rapu-Rapu DP	174	DO	Tank Truck (a)						0.06146	6.0000				
2 Batan DP														
Per Plant														
3 Palumbanes DPP	20	DO	Tank Truck (a)						0.06146	6.0000				

NOTES (Letters refer to the column above):
E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.
F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II - Table of Delivery Points for Bidding.
G - Bid as submitted by the Bidder.
H - Discount refers to the total deductions given by the prospective supplier.
I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.
J - Fuel Marking Fee pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = PpP 0.06884 / liter (VAT inclusive)
K - Excise Tax pursuant R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.
L - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 16-2005.
M - Delivered Price = (0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost x 0.12 [Note: Round off to four (4) decimal places]
N - Total Contract Price, Pesos = Delivered Price x Quantity [Note: Round off to zero (0) decimal places]
O - Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright.
Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

(a) Fuel cargo to be transferred to drums at delivery point.

Signature over Printed Name _____ Date _____
Authorized Representative _____ Company Name _____

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
NPCSF-GOODS-09	- Letter of Guarantee
Sample Form 01	- Bank Guarantee Form for Advance Payment
Sample Form 02	- Certification from DTI as Domestic Bidder
Sample Form 03	- Certificate of International Law of Reciprocity

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders**A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:****1. ELIGIBILITY DOCUMENTS****a. (CLASS A)**

➤ Any of the following:

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

OR:

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

OR:

- A combination thereof

- Statement of maximum of ten (10) 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*). **Bidder must prioritize to declare ongoing contracts with NPC, and to its energy family (e.g. PSALM, DOE and Transco), if any.**
- 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 25% of the ABC of the largest package where he/she is going to bid (*NPCSF-GOODS-03*) complete with the following supporting documents:
 1. Contract/Purchase Order
 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

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

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

Standard Form No: NPCSF-GOODS-01

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

2. Technical Documents

- Bid Security, any one of the following:
 - Bid Securing Declaration (NPCSF-GOODS-06c)
OR
 - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
OR
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
OR
 - Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
 - For Sole Proprietorship:
 - Special Power of Attorney
 - For Partnership/Corporation/Cooperative/Joint Venture:
 - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Duly signed and completely filled-out Technical Data Sheets (Section VI – Part II);
- Data and information to be submitted with the Proposal as specified in Section VI – Technical Specifications (if specified in the Bidding Documents);
- Complete eligibility documents of the proposed subcontractor, if any
- Letter of Guarantee (NPCSF-GOODS-09)

Standard Form No: NPCSF-GOODS-01

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

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

CONDITIONS:

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

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

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____
Business Address : _____

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

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

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

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

NAME OF PROJECT

CONTRACT AMOUNT

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1.	P
2.	P

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

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

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

Name & Signature of Authorized Representative

Name & Signature of Authorized Representative

Official Designation

Official Designation

Name of Firm

Name of Firm

Witnesses

1. _____

2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (*Name of Bidder*) _____ (hereinafter called "the Principal") and (*Name of Surety*) _____ of (*Name of Country of Surety*) _____, authorized to transact business in the Philippines (hereinafter called "the Surety") are held and firmly bound unto National Power Corporation (hereinafter called "the Employer") as 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
SUPPLY AND DELIVERY OF ADDITIONAL OIL-BASED FUEL TO SPUG POWER
PLANTS AND BARGES FOR CY 2022
PR NO. HO-FMG22-006

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

I/We¹, the undersigned, declare that:

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

SECTION VIII – BIDDING FORMS

Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*_____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY AND DELIVERY OF ADDITIONAL OIL-BASED FUEL TO SPUG POWER PLANTS AND BARGES FOR CY 2022 (PR NO. HO-FMG22-006)** 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]*

Standard Form No. NPCSF-GOODS-09

(Bidder's Letterhead)

Date

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

SUBJECT: Letter of Guarantee

Gentlemen:

We hereby guarantee to supply and deliver the oil-based fuel to the following Project Site/Delivery Point(s) as follows:

(Indicate all the project sites/lots to be bid upon)

in accordance with Section VI – Technical Specifications and Section VII – Schedule of Requirements called for in the bid documents.

Very truly yours,

(Name & Signature)
(Designation)

Doc. No. _____
Page No. _____
Book No. _____
Series of 20

Sample Form - 01

Bank Guarantee Form for Advance Payment

(This Form is Not Applicable)

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

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Sample Form - 02

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

Sample Form - 02

CERTIFICATION AS A DOMESTIC ENTITY

This is to certify that based on the records of this office, (Name of individual, partnership, corporations or cooperative) is a duly registered (Specify) on _____ for ____ years.

This further certifies that (Name of Person/Entity) is a Domestic Entity pursuant to the provisions of the revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as “**The Government Procurement Reform Act**” having satisfied the following requirements:

- An individual or sole proprietor who is a citizen of the Philippines; or
- A partnership, corporation, cooperative or association with at least seventy five percent (75%) of interest or outstanding capital stock belonging to citizens of the Philippines;
- Habitually established in business and habitually engaged in the manufacture or sale of the merchandise of (Specify the merchandise); and
- The business has been in existence for at least five (5) consecutive years since ____.

This certification is issued upon the request of (Name of Person/Entity) in connection with its 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

 Agency

Certification, Re: International Law of Principle of Reciprocity

CERTIFICATION

We certify that _____ Government grants to Filipino citizen the right to engage in and conduct business in _____ without restriction as regards ownership or equity requirements.

This certification is issued in accordance with the international law principle of reciprocity and to enable _____ to participate in the National Power Corporation (NPC) tender process for its oil-based fuel requirements without any restriction on ownership or equity requirements.

Issued this _____ day of _____, 20_____.

(Embassy of Bidder's Country) Embassy

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF INTERNAL REVENUE

3:20 P.M.
JUN 10 2014
RECEIVED

June 9, 2014

REVENUE MEMORANDUM CIRCULAR NO. 50-2014

SUBJECT: Reiteration and Clarification on the Requirement of Issuance of
Withdrawal Certificate for Every Removal of Petroleum or
Petroleum Products

TO : All Internal Revenue Officers and Others Concerned

This Circular is hereby issued in order to reiterate and clarify the preparation and issuance of a Withdrawal Certificate (WC) for every removal of products from the refinery, depot, or any storage facility for purposes of monitoring the movement of petroleum products and consequently ensuring that correct excise taxes have been paid.

As already enunciated in Revenue Regulations (RR) No. 13-77, manufacturers of petroleum or petroleum products are required to prepare an official WC for every removal of products from the refinery, irrespective of destination, indicating therein the name and address of the consignee, the date of removal, quantity and description of every product removed. However, such requirement has been expanded to, likewise, cover importers of finished petroleum products.

Accordingly, every transfer/shipment of petroleum or petroleum products whether from the refinery or storage facility shall be accompanied by a WC. The WC shall at all times accompany each and every removal of petroleum or petroleum products regardless of the mode of conveyance. It shall be attached to the bill of lading if the products are shipped through a conveyance not owned or operated by the consignor/manufacturer.

For petroleum or petroleum products removed and transported through the use of tankers or marine vessel, one WC shall be prepared and issued indicating therein the manufacturer/importer, full name and address of consignee, place of final destination, carrier/truck number, date withdrawn, due date of payment, exact description of the product, volume and amount of excise tax paid, whether imported or locally manufactured. The taxpayer must indicate whether the product is bonded, tax exempt or tax paid on the space provided under "Remarks". If the product is imported, the OR No., amount and date of payment must be indicated. If payment is made through a Product Replenishment Debit Memo (PRDM) pursuant to the Product Replenishment Scheme under RR 3-2008, the PRDM No. with the corresponding date and amount must be indicated. And if the petroleum product is being removed from a storage facility, the tank number shall be indicated in the WC.

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF INTERNAL REVENUE
INTERNAL COMMUNICATIONS SECTION
JUN 9 2014
3:40 P.M.

All WCs shall be supported by Sales Invoice, Delivery Invoice and /or internal transfer documents, if the removal is destined to the depot or storage facility owned or operated by the manufacturer/consignor. In case of transfer from one depot to another, a WC must be issued for each and every removal.

Any petroleum or petroleum product found to be unaccompanied by an official WC shall be considered illegally removed and subject to confiscation or forfeiture regardless whether the same is tax-paid or not.

All WCs must be certified by the Revenue Officer on Premise (ROOP) as to the correctness of the entries in the said WC.

All revenue officials concerned are requested to give this Circular as wide a publicity as possible.


KIM S. JACINTO-HENARES
Commissioner of Internal Revenue

024678

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BUREAU OF INTERNAL REVENUE
RECORDS MGT. DIVISION

3:20 P.M.

JUN 10 2014

Montez
RECEIVED