



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

BID DOCUMENTS

Name of Project : **UPGRADING OF CONTROL DCS SYSTEM FOR
UNIT 1 AT AGUS 1 HEP PLANT (PHASE 1:
UPGRADING OF HUMAN MACHINE INTERFACE
SYSTEM)**

Project Location : **AGUS 1 HEP PLANT, MARAWI CITY**

PR No. : **MA-A2M23-009**

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Design and Development Department



SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2023-0377

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2023 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
MA-A2M23-009 / PB230831-JD00238 Upgrading of Control DCS System for Unit 1 at Agus 1 HEP Plant (Phase 1: Upgrading of Human Machine Interface System)	Supply, Delivery, Installation, Test and Commissioning or upgrading of SCADA System / Real-Time Monitoring System for Hydro Electric Power Plant	17 August 2023 9:30 A.M.	31 August 2023 9:30 A.M.	₱ 24,408,000.00 / ₱ 25,000.00
Venue: Kañiao Function Room, NPC Bldg. Diliman, Quezon City				

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

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
MA-A2M23-009	One Hundred Twenty (120) Calendar Days	Fifteen (15) Years

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

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

4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.

6. The National Power Corporation will hold Pre-Bid Conference (**see table above**) and/or through video conferencing or webcasting which shall be open to prospective bidders.

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

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
 - 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 on Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

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

BIR Road cor. Quezon Avenue
Diliman, Quezon City
Tel Nos.: 8924-5211 and 8921-3541 local 5564/5211
Fax No.: 8922-1622
Email: bcsd@napocor.gov.ph /

12. You may visit the following websites:

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



ATTY. MELCHOR P. RIDULME
Vice President, Office of the Legal Counsel and
Chairman, Bids and Awards Committee

SECTION II

**INSTRUCTIONS TO
BIDDERS**

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 **UPGRADING OF CONTROL DCS SYSTEM FOR UNIT 1 AT AGUS 1 HEP PLANT (PHASE 1: UPGRADING OF HUMAN MACHINE INTERFACE SYSTEM)**, with identification number **PR NO. MA-A2M23-009**.

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 2023 in the amount of **₱ 24,804,000.00**.

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.

SECTION II – INSTRUCTIONS TO BIDDERS

- 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 Fifteen (15) 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:

SECTION II – INSTRUCTIONS TO BIDDERS

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

13. Bid and Payment Currencies

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

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

14. Bid Security

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

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

15. Sealing and Marking of Bids

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

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

SECTION II – INSTRUCTIONS TO BIDDERS

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded to one (1) Bidder in one complete contract.

SECTION II – INSTRUCTIONS TO BIDDERS

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to supply, delivery, installation test and commissioning or upgrading of SCADA system/real-time monitoring system for hydro electric power plant.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>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. Data and Information to be submitted with the Proposal as specified in Clause TS-6.0(a) of Section VI - Technical Specifications; 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.
19.3	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p>
19.5	<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> <ol style="list-style-type: none"> a. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02); b. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02; c. Documents to be submitted during post-qualification process as specified in TS-6.0(b) of Section VI-Technical Specifications <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</p>

SECTION III – BID DATA SHEET

	<p>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>
<p>20.2</p>	<p>The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.</p>
<p>21.2</p>	<p>Notice to Proceed.</p>



SECTION IV

**GENERAL CONDITIONS
OF CONTRACT**

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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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 and Documents –</p> <p>The delivery terms applicable to the Contract is DDP delivered to the project site specified in the technical specifications, in accordance with INCOTERMS. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI – Technical Specifications. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies of Supplier's factory test/inspection report; (iii) Original and four copies of the certificate of origin (for imported Goods); (iv) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; (v) Certificate of Completion/Inspection Report signed by the Procuring Entity's representative at the Project Site; (vi) Original and four copies of the Inspection Receiving Report signed by the Procuring Entity's representative at the Project Site; (vii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; and (viii) Documents specified in the Technical Specifications, if any. <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by e-mail the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p>



SECTION V – SPECIAL CONDITIONS OF CONTRACT

	<p>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;</p> <p>(iii) Original and four copies of Supplier's factory test/inspection report;</p> <p>(iv) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</p> <p>(v) Certificate of Completion/Inspection Report signed by the Procuring Entity's representative at the Project Site;</p> <p>(vi) Original and four copies of the Inspection Receiving Report signed by the Procuring Entity's representative at the Project Site;</p> <p>(vii) Original and four copies of the certificate of origin (for imported Goods); and</p> <p>(viii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate including all other documents specified in the Technical Specifications, if any.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is VP - Mindanao Generations.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VII - Schedule of Requirements:</p> <p>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>
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f. Additional requirements specified in Section VI – Technical Specifications, if any.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested

The spare parts and other components required are listed in **Section VI (Technical Specifications)** and **Section VII (Schedule of Requirements/Bid Price Schedule)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for the period specified in the Technical Specifications.

Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.



The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	<p>Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from effectivity of the contract and upon the submission to and acceptance by the Procuring Entity of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.</p> <p>All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.</p> <p>The terms of payment shall be as follows:</p> <p>1) For Supply and Delivery Contracts:</p> <p>(a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.</p> <p>(b) On Delivery: Eighty percent (80%) of the Contract Price of the delivered Goods shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.</p> <p>(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price of the delivered Goods shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, if required, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents.</p> <p>2) For Supply, Delivery, Installation, Test and Commissioning Contracts:</p> <p>(a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or</p>
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SECTION V -- SPECIAL CONDITIONS OF CONTRACT

Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.

(b) On Delivery: Eighty percent (80%) of the price of the **delivered Goods**, excluding price for installation, test and commissioning shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.

(c) On Acceptance: The remaining twenty percent (20%) of the price of the **delivered Goods** plus price for installation, test and commissioning shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

3) For Supply, Delivery, Installation, Test and Commissioning Contracts where installation, Test and Commissioning prices are included in the supply price:

(a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.

(b) On Delivery: Sixty percent (60%) of the price of the **delivered Goods** shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.

(c) On Acceptance: The remaining forty percent (40%) of the price of the **delivered Goods** shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's

	<p>authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents</p>
<p>3.2</p>	<ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: "To guarantee the faithful performance of the Principal's obligation to undertake (<u>Contract/Purchase Order Description</u>) in accordance with the terms and conditions of (<u>Contract No. & Schedule/Purchase Order No.</u>) entered into by the parties." 2. The bond shall remain valid and effective until the duration of the contract (<u>should be specific date reckoned from the contract effectivity</u>) plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: <ol style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.
<p>4</p>	<p>The inspections and tests that will be conducted are specified in the Technical Specifications.</p>



SECTION VI

TECHNICAL SPECIFICATIONS

Section VI – Technical Specifications

PART I – TECHNICAL SPECIFICATIONS

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Section VI - Technical Specifications

PART I – TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

This specification covers the technical requirements for the **Upgrading of the Control DCS System of Unit 1 at Agus 1 HEP Plant (Phase 1: Upgrading of Human Machine Interface System)**

All supplied components/parts/accessories shall be new, unused, and genuine products of the Original Equipment Manufacturer (OEM). They shall be suitable for the intended purpose and comply with all applicable regulations, quality, and dimension standards.

The Supplier shall accept full responsibility for his work, including design, performance qualifications, specifications, documentation, reports, fabrication, assembly, corrosion protection, shop testing, preparation for shipment, field testing, inspection, warranty provisions, and compliance with the applicable codes and standards and the requirements of this Specification.

TS-2.0 SCOPE OF WORK

The works to be done shall include all equipment, including the software necessary for the secure and reliable operation of the plant. The system shall consider provisions for upgrading the control and monitoring of the other units in the plant.

The Supplier shall perform all the works required by this technical specification. It should be noted that the contract includes all and every job and service, although not explicitly mentioned, but is required to fully complete the works ready for operation and dismantle and haul all equipment to be replaced to the designated location.

It shall cover the furnishing of all equipment, materials, tools, labor, and other necessary incidentals required for the Upgrading of the Control DCS System of Unit No. 1 at Agus 1 HEP Plant (Phase 1: Upgrading of Human Machine Interface System), which shall generally consist of but not limited to all equipment, materials, and services enumerated herein:

1. Conduct of Site Inspection for technical evaluation and verification of the necessary components/parts/ accessories to be supplied and specialized study and gathering data from the old existing HMI system;
2. Supply, delivery, installation, test, and commissioning of the new Human Machine Interface System (HMI) in replacement to the existing of the new Human Machine Interface System (HMI) of Unit 1, including the associated equipment and appurtenances.

3. Installation of newly delivered HMI equipment and interfacing to the existing plant control system. This is to be conducted during an approved plant maintenance outage;
4. Testing and commissioning of the newly installed HMI equipment upgrade;
5. Conduct toolbox meetings and safety orientation;
6. Checking of all delivered materials;
7. Conduct training of NPC personnel regarding the hardware/software operation, troubleshooting, and maintenance of the supplied equipment, including system configuration, setting, and parameterization;
8. Set-up of the redundant workstation and installation of required software such as but not limited to as follows:
 - i. Windows 10 Pro or better and Antivirus Software
 - ii. HMI Software's latest version.
 - iii. Reports generation tool software.
9. Adaption and configuration, and programming of the new HMI software and equipment to the functional requirements of the existing system to provide operator-selectable HMI screens such as but not limited to the following:
 - i. Unit detailed HMI screen consisting of the following:
 - Remote Unit Manual and Auto mode control selection.
 - Turbine controller status monitoring of start/stop operation; Turbine Speed; Wicket Gate % Limiter and Opening; Actual load values; and setpoint input control for Gate Opening Mode or Active Power mode operation.
 - Excitation Controller status monitoring of Power factor; Reactive Power and Excitation voltage; setpoint input control for excitation voltage; and selection for manual or auto mode operation.
 - Isolated Network status monitoring and request/reset selection command.
 - Unit synchronizing Circuit Breaker status monitoring and open/close command.
 - Status monitoring of Unit State and Generator State (Standstill, Turbine Operation, and Line Operation)
 - Status monitoring for Generator Terminal voltages and current, field voltage, current, and grid frequency.
 - Real-time parameters Graph trend and event list.
 - ii. Unit Auxiliary Details HMI screen for status monitoring and remote on/off commands for the following unit auxiliary equipment and devices:
 - Cooling Water Strainer 1 and 2
 - Cooling Water Valve (Close/Open)
 - Generator Bearing Pressure Pump
 - Generator Standstill Heater

- Mechanical Brake
 - Turbine Controller
 - Transformer Ventilation Group 1 and 2
 - Transformer Oil Pump 1 and 2
 - Excitation Controller
 - Governor Oil Pump 1 and 2
 - Turbine Bearing Oil Heater
 - Electrical Brake
 - Station Service Water Strainer 1 and 2
 - Station Service Water Valve
 - Station Service Water Pump 1 and 2
 - Command Time Out Alarm Reset
 - Unit Auxiliaries Event List
- iii. Temperature Details HMI Screen for status monitoring (reading and alarm or trip indications) for RTD installed at ff:
- Main Transformer Oil and Windings 1 and 2
 - Air Cooler Cool Air and Warm Air
 - Turbine Thrust Bearing
 - Generator Guide Bearing 2 location points, Thrust Bearing 4 points, Slots 10 points, and Core 3 points.
 - Realtime Unit temperature parameter Graph trend and event list
- iv. Switchyard Details HMI Screen (138kV, 12.8kV, and 480V) for status monitoring and Open/Close switch control of the following:
- 4 Switchyard Power Circuit Breaker (PCBs)
 - 19 Disconnecting Switch (DS)
 - 2 Station Service CBs and 1 Diesel CB
 - System Grid, Unit, Station, and Diesel Metering
 - Generator State Status
 - Switchyard Event List
- v. Intake Details HMI Screens for status monitoring and control of:
- 6 Intake Gates Raise/Lower Command
 - 6 Intakes Gates % Opening; Oil level; Penstock Filled; CB 110 VDC; and emergency Lowering Status Monitoring
 - Intake Event List
- vi. Alarm Panel HMI Screen for status monitoring and control of:
- Switchyard 138kV; Switchgear 13.8kV and 480V alarm groups
 - Unit Mechanical Protection; Electrical Protection; Auxiliaries; Intake; Temperatures and Unit alarm groups
- vii. System Overview HMI Screen for status monitoring of Control System's connected primary controllers and devices such as:
- Two (2) Redundant HMI Equipment
 - Sound Alarm Device
 - Local Area Network

- Turbine Controller, Unit Controller, and Common Controller
 - Sine ax Unit Metering
 - DRS Protection Device
 - A2000 Metering
 - System Event List
- viii. Graph Trend HMI Screens for trending of any user-selected CS parameters.
- ix. Event List HMI Screen for monitoring and acknowledging all CS events equipped with user search customization control.
10. The Supplier shall provide All other works not specified on the technical specifications necessary for the project's complete and reliable system operation.

In addition, the following shall be provided by the Supplier:

1. Removal/dismantling and hauling of all equipment and materials to be replaced to designated NPC plant stockyard/warehouse area;
2. Supply and delivery of standard and special tools and appliances required for start-up testing, commissioning, operation, and maintenance of the equipment;
3. Provision of services of highly qualified and competent engineers for the direct supervision during the test and commissioning of all supplied equipment;
4. Submission of drawings and documents, i.e., Equipment Manufacturer's drawings, Operation and Maintenance Manuals, Calculation, etc.; and,
5. Provision of technical assistance and services during one (1) year warranty period, such as periodic assessment of the operating condition. This includes all maintenance services to be rendered upon request if any abnormality occurs within the warranty period.

It shall include all and every work and service, although not explicitly detailed herein but are required to fully complete and make ready the safe and reliable operation of the system.

The Supplier shall have complete system responsibility for the proper design and functioning of the system from installation until system acceptance. The equipment to be furnished shall be done, with all parts in excellent working conditions, of new and high-grade materials, and produced in a satisfactory first-class manner per generally accepted modern engineering practice.

All the system engineering software and online system, materials, and parts, including all the various equipment and devices necessary for instrumentation and control requirements which are not explicitly mentioned herein but are essential for the proper construction, assembly, and operation of the equipment shall be furnished at no additional cost to NPC.

Any damage to existing structures/ facilities incurred during transport, unloading/ mounting, installation, laying of cables, test, and commissioning shall be the Supplier's responsibility.

TS-3.0 DELIVERY PERIOD AND LOCATION

The delivery period shall be **ONE HUNDRED TWENTY (120) CALENDAR DAYS** reckoned from receipt of Notice to Proceed.

The supplied components/parts/accessories shall be delivered at **Agus 1 Hydroelectric Power Plant Warehouse, Marawi City.**

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

Any expenses arising through the lack of knowledge of the supplier regarding the existing conditions of the delivery site shall be his responsibility, and NPC shall make no additional payment thereof.

TS-4.0 CODES AND STANDARDS

The components/parts/accessories to be furnished shall be designed, manufactured, and tested by, but not limited to, the manufacturer's standard or latest applicable standards, including all addenda, in effect at the time of purchase order unless otherwise stated in this specification.

1. American National Standards Institute	ANSI
2. American Society for Testing and Materials	ASTM
3. National Electrical Manufacturers Association	NEMA
4. Underwriters Laboratories, Inc.	UL
5. International Electro-Technical Commission	IEC
6. International Standards Organization	ISO
7. National Electric Code	NEC
8. National Electrical Safety Code	NESC
9. Philippines Electrical Code	PEC

These codes and standards set forth the minimum requirements that the Supplier may exceed if, in the Supplier's judgment and with NPC's acceptance, superior or more economical designs or materials are available for the successful and continuous operation of the Supplier's equipment as required by this specification.

TS-5.0 ACCEPTANCE CRITERIA

The Supplier shall perform at his own expense all inspections required to ensure the adequacy of design, material, workmanship, and conformance of the supplied components/parts/accessories to the requirements of the specifications and standards.

The components/parts/accessories shall be subjected to the manufacturer's standard factory tests before delivery.

Certified test reports/results of all tests conducted shall be submitted to NPC for evaluation and acceptance.

Acceptance certificate shall be issued only after all the required inspections and verification are satisfactorily conducted and performed.

If the components/parts/accessories fail to pass any test or inspection, NPC may, at his judgment, direct the Supplier to make necessary corrections or alterations for defects or order the replacement of components/parts/accessories as deemed appropriate.

TS-6.0 DRAWINGS AND DOCUMENTS TO BE SUBMITTED

- a. To be submitted with the bid/proposal for evaluation:
 - a.1 Completely filled out Technical Data Sheets (TDS);
 - a.2 Authorization to bid from any of the following:
 - a.2.1 Original Equipment Manufacturer (OEM).
 - a.2.2 Authorized Manufacturer / Integrator / Assembler of OEM Parts with corresponding Authorization Letter from the OEM to manufacture the OEM parts
 - a.2.3 Licensee of the OEM with the corresponding License issued by the OEM;
 - a.2.4 Distributor / Dealer, a Certificate of Authorized Distributorship/Dealership from the OEM or Authorized Manufacturer of OEM Parts or Licensee of the OEM.

In case the Certificate of Authorized Distributorship / Dealership is issued by the Authorized Manufacturer of OEM Parts or Licensee of the OEM, it should be accompanied by a corresponding Authorization Letter from the OEM per item (a.2.2.) above.

(The authority can be acquired from the OEM, Manufacturer of OEM Parts, or Licensee of the OEM.)

- b. To be submitted during post-qualification:
 - b.1 Letter of Confirmation from the Manufacturer that a local agent or representative is available to provide "After Sales Service" to the supplied components/parts/accessories during and after the warranty period. Name, address, and contact number shall be provided;

- b.2 Manufacturer's Brochures/Catalogues/Drawings which contain information/data to support the Supplier's submitted and filled-out Technical Data Sheet;
- b.3 Certificate from their customer (end-user) duly addressed to the Bidder that the supplied components/parts/accessories similar to the items subject for bidding have performed satisfactorily in service.

Note:

1. *Authorization to bid shall be current and valid for at least six (6) months from the bid opening date as advertised.*

- c. To be submitted before or upon delivery:
 - c.1 "Certificate of Origin" from the Manufacturer;
 - c.2 "Warranty Certificate" for one (1) year against factory defects/workmanship;
 - c.3 Quality Assurance or Quality Inspection Certificate from the Manufacturer;
 - c.4 Brochure, Catalogue & Technical Specification; and
 - c.5 Installation Manual.

NOTE: All documents and drawings in item "c" shall be submitted to the Plant Manager – **Manager, Agus 1 HEP**, for evaluation and approval before issuing the Acceptance Certificate.

TS-7.0 GUARANTEE

The Supplier shall guarantee to complete the repair and replacement within sixty (60) calendar days of the supplied components/parts/accessories at his own expense against defects in design, workmanship, and materials for one (1) year after acceptance by NPC. The Supplier must guarantee that the components/parts/accessories will perform as outlined in the manual and the Contract.

The Supplier shall submit a Warranty Certificate (at least one year) effective from the date of acceptance by NPC.

After the warranty period lapses, provided that no defects are found and pending repair works, NPC shall release the warranty security/certificate.

TS-8.0 MEASUREMENT OF PAYMENT

Payment will be made at the contract unit price for the corresponding items in the Schedule of Requirements. Payment thereof shall constitute the total

compensation for Upgrading the Control DCS System of Unit 1 at Agus 1 HEP Plant (Phase 1: Upgrading of Human Machine Interface System).

SECTION VI – TECHNICAL SPECIFICATIONS

PART II – TECHNICAL DATA SHEETS

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SECTION VI – TECHNICAL SPECIFICATIONS**PART II – TECHNICAL DATA SHEETS****UPGRADING OF CONTROL DCS SYSTEM OF UNIT 1 AT AGUS HEP PLANT
(PHASE 1: UPGRADING OF HUMAN MACHINE INTERFACE SYSTEM)**

- a. The Bidder shall complete this technical data sheet and submit the filled-up form with the technical proposal. The Bidder shall use continuation sheets as necessary for any additional information keeping to the format shown herein or reproducing the same.
- b. NPC reserves the right to reject Bids without accurate and specific data and information as required.
- c. The data required are technical features and characteristics of the equipment/ component/ material to be provided by the Bidder. Bidder's proposal shall at least be equal or superior to the requirement specified by NPC.

1.0 HUMAN MACHINE INTERFACE (HMI) SOFTWARE (OEM)

Description	NPC Requirements	Supplier's Data
a. Manufacturer	ANDRITZ	
b. Place of Manufacturer	By Supplier	
c. Brand/ Model	By Supplier	
d. Quantity	One (1) lot	
e. Components (minimum)	250SCALA Server, 250 SCALA Client, 250 SCALA Editor and Others	
f. Description	250 SCALA is a state-of-the-art SCADA system providing all functions for the operation, supervision, and control of your process. Its scalability allows use on all automation levels– from turbine controller and unit control to large central rooms.	
g. Features	Optimized ergonomic control and display concepts guarantee a quick and reliable process overview. The product line extends from the touch panel of the turbine or machine controller to a singular compact system, to a redundant compact design, up to distributed client/server configuration in multi-hierarchical systems. To upgrade to the latest version, which is fully compatible and communicable with the existing system, and to provide functionalities stated to stated	
h. HMI Functionalities	Technical Specification	



2.0 PERSONAL COMPUTER WORKSTATION

Description	NPC Requirements	Supplier's Data
a. Manufacturer	By Supplier	
b. Place of Manufacturer	By Supplier	
c. Brand/ Model	By Supplier	
d. Quantity	Three (3) sets	
e. Type	Workstation Server	
f. Processor	Intel Xeon W-2295, 24MB Cache, at least 18C with 36 threads, 3.00Ghz	
g. Memory	4 x 32GB, DDR4, 2933 MHz, ECC 1 M.2	
h. Hard Disks	Disk 1: M.2 1TB PCIe NVMe Class 40 Solid State Drive Disk 2: M.2 1TB PCIe NVMe Class 40 Solid State Drive	
i. Operation System	Windows 10 Pro or better for Workstations with anti-virus	
j. I/O ports (minimum)	HDMI, DP, LAN, serial COM, and USB	
k. Accessories	Cables, Keyboard, and Mouse	



3.0 PERSONAL COMPUTER WORKSTATION PANEL ENCLOSURE

Description	NPC Requirements	Supplier's Data
a. Manufacturer	By Supplier	
b. Place of Manufacturer	By Supplier	
c. Brand/ Model	By Supplier	
d. Quantity	Two (2) pcs	
e. Features	Capacity: Able to contain the Workstation units, Lockable with a key to properly secure the workstation from unauthorized access and unwanted devices insertion to I/O ports, with an adequate ventilating system and power strip module	

4.0 PERSONAL COMPUTER WORKSTATION ACCESSORIES

Description	NPC Requirements	Supplier's Data
a. Manufacturer	By Supplier	
b. Place of Manufacturer	By Supplier	
c. Brand/ Model	By Supplier (Latest Version)	
d. Quantity	One (1) lot	
e. Composition	Seven (7) pieces of heavy-duty industrial-type RJ45 ETHERNET cable (10 meters each), Firewall/Router	



5.0 MONITOR

Description	NPC Requirements	Supplier's Data
a. Manufacturer	By Supplier	
b. Place of Manufacturer	By Supplier	
c. Brand/ Model	By Supplier (Latest Version)	
d. Quantity	Five (5) units	
e. Panel Type	VA	
f. Curved Screen	Yes (1800R)	
g. Adaptive Sync Technology	Yes (AMD Free Sync Premium Technology)	
h. Aspect Ratio	16:09	
i. Diagonal Viewing Size	31.5 inches	
j. Active Display Area	527.04mm (20.75 inches) W x 296.46mm (11.67 inches) H	
k. Resolution	Full HD (1080p) 1920x 1080	
l. Response Time	4ms gtg/1ms MPRT	
m. Refresh Rate	165 H max	
n. Pixel Pitch	0.2745mm x 0.2745mm	
o. Pixel per Inch	70	
p. Brightness	350 cd/m2	
q. Viewing Angle	178°/178°	
r. I/O Ports	HDMI, DP, LAN, and USB	
s. Accessories	Power Supply Cables, Keyboard, and Mouse	



6.0 LARGE DISPLAY MONITOR

Description	NPC Requirements	Supplier's Data
a. Manufacturer	By Supplier	
b. Place of Manufacturer	By Supplier	
c. Brand/ Model	By Supplier (Latest Version)	
d. Quantity	Two (2) sets	
e. Display Size	65 inches	
f. Resolution Display	3840 x 2160 (4k resolution)	
g. CPU Processor	Inter Core i5	
h. Ram	8GB	
i. Storage	SSD 256GB	
j. Operation System	Windows 10 or Newer with anti-virus	
k. Brightness	500 nits (typ.)	
l. Contrast Ratio	1200:01:00	
m. Lifetime	50,000 hours	
n. HMI Software	250SCALA Client Above Unit 1 and Unit 2 PC Workstation, respectively, either thru a stand-mount or ceiling-hang mount accessories	
o. Preferred Mounting		
p. Accessories	Power Supply Cables, Stand, and Ceiling-Hang Mounting Brackets	



7.0 PRINTER

Description	NPC Requirements	Supplier's Data
a. Manufacturer	By Supplier	
b. Place of Manufacturer	By Supplier	
c. Brand/ Model	By Supplier	
d. Quantity	Two (2) units	
e. Features	Print, Scan and Copy	
f. Connectivity	Wired and Wi-Fi	
g. Paper Size	A4	
h. Print Speed	22 ppm (black) and 18 ppm (colored)	
i. Accessories	Power Supply Cable and One (1) Set of Ink supply	

8.0 UNINTERRUPTIBLE POWER SUPPLY (UPS)

Description	NPC Requirements	Supplier's Data
a. Manufacturer	By Supplier	
b. Place of Manufacturer	By Supplier	
c. Brand/ Model	By Supplier (Latest Version)	
d. Quantity	Two (2) units	
e. Max Configuration Power	1.5kVA	
f. Output Voltage Distortion	Less than 5% at full load	
g. Output Frequency	60 Hz Auto Sensing	
h. Waveform Type	Sine Wave	
i. Input Voltage Range	170-300 Adjustable, 180-287V	
j. Other Input Voltage	220V and 240V	



9.0 NETWORK COMPONENTS FOR SAT LAN

Description	NPC Requirements	Supplier's Data
a. Network Switch		
i. Manufacturer	By Supplier	
ii. Place of Manufacturer	By Supplier	
iii. Brand/ Model	By Supplier	
iv. Quantity	Six units	
v. Type	Compact Open Rail Fast Managed Ethernet Switch DIN, rail store- and-forward-switching, fan-less design	
vi. Ports	Eight (8) ports in total: 100 Base-TX Uplink, MM-SC; 1 Uplink 100 BASE-FX, MM-SC; and 6 x standard 10/100 Base-TX, RJ45 V.25 interface: 1 x RJ11 USB Interface	
vii. Operation Voltage	12/24/48VDC (9,6-60) V and 24VAC (18-30) V	
viii. Software Management	TFTP; LLDP (802.1AB); V.24; HTTP; Traps; SNMP v1/v2/v3; Telnet Management Address Conflict Detection; Address Relearn Detection; Signal Contact; Device Status Indication; LEDs;	
ix. Diagnostics	Syslog; Duplex Mismatch Detection; RMON (1,2,3,9); Port Mirroring 1:1; Port Mirroring 8:1; System Information; Self-test on Cold Start; SFP Dump	
x. Security	IP-based Port Security; Mac Based Port Security; Access to Management restricted	



	by VLAN; SNMP logging, Local user Management	
xi. Industrial Profiles	Ethernet/IP Protocol, PROFINET 10 Protocol	
xii. Time Synchronization	SNTP server and client	
xiii. Operating Management	Up to 60° C	
b. Fiber Optic Cable		
i. Manufacturer	By Supplier	
ii. Place of Manufacturer	By Supplier	
iii. Brand/ Model	By Supplier	
iv. Quantity	Two (2) assy.	
v. Specification		
• Type	External Industrial FO Cable	
• Jacket Material	Plenum or Fire-resistant	
• Size	62.5/125 microns multi-mode	
• No. of Cores	8	

10.0 OTHER REQUIREMENTS

Description	NPC Requirements	Supplier's Data
a. Authorize OEM representative personnel who will supervise/conduct the upgrading of DCS.	Yes	
b. Warranty	One (1) year reckoned from the date of final acceptance	
c. After-sales support on spare parts	Five (5) years after the warranty period	
d. Other administrative and documentary requirements	The prospective bidder has been in the Automation/Instrumentation industry for at least 15 years, having a local or extension office. Able to provide 24/7 technical support and availability of products.	

SECTION VII

SCHEDULE OF REQUIREMENTS

SECTION VII - SCHEDULE OF REQUIREMENTS
UPGRADING OF CONTROL DCS SYSTEM FOR UNIT 1 AT AGUS 1 HEP PLANT
(PHASE 1: UPGRADING OF HUMAN MACHINE INTERFACE SYSTEM)
PR NO. MA-A2M23-009

ITEM NO.	DESCRIPTION	QTY.- UNIT	C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED					TOTAL PRICE
				Unit Price of Goods Delivered up to Philippine Port +(Phil. Peso)	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site <(Phil. Peso)	Labor (Installation, Testing and Commissioning) >(Phil. Peso)	Local Currency (Phil. Peso) ((E+F+G+H+I) x C)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
1.0	Upgrading of Control DCS System for Unit 1 at Agus 1 HEP Plant (Phase 1: Upgrading of Human Machine Interface System) including all other works and services as specified in the Technical Specifications.	1 Lot							
	----- Nothing Follows -----								

- * Bidders shall enter a code representing the Country of Origin of all imported Equipment, Materials and Accessories
- + Cost of equipment, freight, insurance, etc. up to Phil. port of entry
- < Unit Price for Local Transportation, insurance and other local costs incidental to delivery of the goods from the Phil port of entry to final delivery site
- > Unit Price for Local Transportation, insurance and other local costs incidental to delivery of the goods from local source to final delivery site

Note: Final delivery site of the equipment shall be at:
 Agus 1 HEP Plant, Marawi City

Name of Bidder: _____
Signature of Bidder: _____

Code	Country of Origin



SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

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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)****➤ Any of the following:**

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

OR:

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

OR:

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

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

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

Standard Form No: NPCSF-GOODS-01

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

b. (CLASS B)

- For Joint Venture (if applicable), any of the following:
 - Valid Joint Venture Agreement (NPCSF-GOODS-05)
OR
 - Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract
- Certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product (For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos)

2. Technical Documents

- Bid Security, any one of the following:
 - Bid Securing Declaration (NPCSF-GOODS-06c)
OR
 - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
OR
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
OR
 - Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
 - For Sole Proprietorship:
 - Special Power of Attorney
 - For Partnership/Corporation/Cooperative/Joint Venture:
 - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Data and Information to be submitted with the Bid/Proposal as specified in Clause TS-6.0(a) of Section VI - Technical Specifications
- Complete eligibility documents of the proposed subcontractor, if any

Standard Form No: NPCSF-GOODS-01

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

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

CONDITIONS:

1. Each Bidder shall submit one copy of the first and second components of its Bid. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
2. In the case of foreign bidders, the eligibility requirements under Class "A" Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.
These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).
3. A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-02

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

Business Name : _____
 Business Address : _____

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

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

- Note : This statement shall be supported with the following documents for all the contract(s) stated above which shall be submitted during Post-qualification:
1. Contract/Purchase Order and/or Notice of Award
 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date.

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

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____
 Business Address : _____

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

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

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

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

 Name of Supplier / Distributor / Manufacturer

 Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

NAME OF PROJECT

CONTRACT AMOUNT

That the capital contribution of each member firm:

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

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____ 2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) _____ (hereinafter called "the Principal") and (Name of Surety) _____ of (Name of Country of Surety) _____, authorized to transact business in the Philippines (hereinafter called "the Surety") are held and firmly bound unto National Power Corporation (hereinafter called "the Employer") as 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.

SECTION VIII – BIDDING FORMS

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) _____ SIGNATURE(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
UPGRADING OF CONTROL DCS SYSTEM FOR UNIT 1 AT AGUS 1 HEP PLANT
(PHASE 1: UPGRADING OF HUMAN MACHINE INTERFACE SYSTEM) (PR NO. PR NO.
MA-A2M23-009)

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

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

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

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

SECTION VIII – BIDDING FORMS

(BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
 Affiant

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*_____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **UPGRADING OF CONTROL DCS SYSTEM FOR UNIT 1 AT AGUS 1 HEP PLANT (PHASE 1: UPGRADING OF HUMAN MACHINE INTERFACE SYSTEM) (PR NO. MA-A2M23-009)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]*_____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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

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

[name and signature of authorized signatory]

[in the capacity of]

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

Bank Guarantee Form for Advance Payment

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

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CERTIFICATION AS A DOMESTIC BIDDER

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

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

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

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

Name

Position

Department of Trade & Industry

SECTION IX

DRAWINGS

PROPOSED UPGRADING OF CONTROL DCS SYSTEM (PHASE 1: UPGRADING OF HUMAN MACHINE INTERFACE)

