



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

BID DOCUMENTS

**Name of Project : REHAB/UPGRADING OF AGUS 4 HEP UNIT 1
EXCITATION SYSTEM**

PR No. : MG-A5M24-001

Contents:

- | | |
|---------------------|--|
| Section I | - Invitation to Bid |
| Section II | - Instructions to Bidders |
| Section III | - Bid Data Sheet |
| Section IV | - General Conditions of Contract |
| Section V | - Special Conditions of Contract |
| Section VI | - Technical Specifications
<i>Part I – Technical Specifications</i>
<i>Part II – Technical Data Sheets</i> |
| Section VII | - Schedule of Requirements
(Bid Price Schedule) |
| Section VIII | - Bidding Forms |

SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2024-0241

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

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
MG-A5M24-001 / PB240507-AM00215 Rehab / Upgrading of Agus 4 HEP Unit 1 Excitation System	Supply, Delivery and Installation of Digital Excitation System for Hydroelectric Plants	23 April 2024 9:30 A.M.	07 May 2024 9:30 A.M.	₱ 34,574,600.00 / ₱ 25,000.00
S1-M6924-001 / PB240507-AM00216 Supply and Delivery of Electrical Equipment and Spare Parts for 20MVA Mogpog Substation	Supply and Delivery of Electrical Spare Parts / Components / Equipment and/or Line Hardware for Substation / Transmission Line / Distribution Line	23 April 2024 9:30 A.M.	07 May 2024 9:30 A.M.	₱ 8,625,000.00 ₱ 10,000.00

Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City

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

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
MG-A5C24-001	One Hundred Eighty (180) Calendar Days	Ten (10) Years
S1-M6924-001	One Hundred Twenty (120) Calendar Days	Ten (10) Years

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

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

- Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
- A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. 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 in 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 in the Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:
**Bids and Contracts Services Division,
Logistics Department
Gabriel Y. Itchon Building
Senator Miriam P. Defensor-Santiago Ave. (formerly BIR Road)
Cor. Quezon Ave., Diliman, Quezon City, 1100
Tel Nos.: Tel Nos.: 8921-3541 local 5564/5713
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

TABLE OF CONTENTS

Clause No.	Title	Page no.
1.	SCOPE OF BID	1
2.	FUNDING INFORMATION	1
3.	BIDDING REQUIREMENTS	1
4.	CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES	1
5.	ELIGIBLE BIDDERS	1
6.	ORIGIN OF GOODS.....	2
7.	SUBCONTRACTS	2
8.	PRE-BID CONFERENCE.....	2
9.	CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS	3
10.	DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS	3
11.	DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT	3
12.	BID PRICES.....	4
13.	BID AND PAYMENT CURRENCIES	4
14.	BID SECURITY	4
15.	SEALING AND MARKING OF BIDS	4
16.	DEADLINE FOR SUBMISSION OF BIDS	5
17.	OPENING AND PRELIMINARY EXAMINATION OF BIDS	5
18.	DOMESTIC PREFERENCE	5
19.	DETAILED EVALUATION AND COMPARISON OF BIDS.....	5
20.	POST-QUALIFICATION	6
21.	SIGNING OF THE CONTRACT.....	6

SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **REHAB/UPGRADING OF AGUS 4 HEP UNIT 1 EXCITATION SYSTEM**, with identification number **MG-A5M24-001**.

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 2024 in the amount of **₱35,000,000.00**.

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.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

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

14. Bid Security

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

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to Installation of Digital Excitation System for HydroElectric Plants.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p>
10.1	<p>The prospective bidder shall submit a valid and updated Certificate of PhilGEPs Registration under Platinum Membership (all pages including the Annex A of the said Certificate). Non-compliance shall be a ground for disqualification.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes.</p>

10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Proposal as specified in TS 9.0 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.
15.0	<p>All bid submissions and related correspondences are confidential and for viewing only by the intended recipient/s. Any unauthorized access to review, reproduce, or disseminate the information contained therein is strictly prohibited. The National Power Corporation (NAPOCOR) does not guarantee the security of any information electronically transmitted.</p> <p>Bid submissions and related correspondences may contain personal and sensitive personal information, and are subject to the Data Privacy Act of 2012, its implementing rules, regulations and issuances of the National Privacy Commission of the Philippines ("Privacy Laws"). By viewing, using, storing, sharing and disposing (collectively "Processing"), such bids submissions and correspondences, you agree to comply with the Privacy Laws. By responding to correspondence, you consent to the Processing by NAPOCOR of the Personal Data contained in your submission/reply in accordance with NAPOCOR's Personal Data Privacy Policy which you can find at http://www.napocor.gov.ph.</p> <p>To report any privacy issue, contact the Data Privacy Officer at dpo@napocor.gov.ph.</p> <p>NAPOCOR is not liable for the proper and complete transmission of the information contained in bid submission/correspondences nor for any delay in its receipt.</p>
19.3	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</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</p>

	rejected.
19.5	If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.
20.1	<p>Additional documents to be submitted during Post-Qualification:</p> <ul 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. Contract/Purchase Order for the contract stated in the Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) d. Class A-Eligibility Documents listed on the Annex A of Certificate of PhilGEPs Registration under Platinum Membership pursuant to Section 34.3 of the Revised IRR of R.A. 9184. e. Documents to be submitted during post-qualification process as specified in TS 9.0 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 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>
20.2	The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
21.2	Notice to Proceed.

SECTION IV

GENERAL CONDITIONS OF CONTRACT

SECTION IV – GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Clause No.	Title	Page no.
1.	SCOPE OF CONTRACT.....	1
2.	ADVANCE PAYMENT AND TERMS OF PAYMENT	1
3.	PERFORMANCE SECURITY	1
4.	INSPECTION AND TESTS	1
5.	WARRANTY.....	2
6.	LIABILITY OF THE SUPPLIER.....	2

SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VI (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

SECTION V

SPECIAL CONDITIONS OF CONTRACT

SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>Delivery 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> <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;

	<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 .</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> <p>f. Additional requirements specified in Section VI – Technical Specifications, if any.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
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	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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 <p>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.</p> <p>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.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) months of placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight</p>
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	<p>Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
<p>2.2</p>	<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>

All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

The terms of payment shall be as follows:

1) For Supply and Delivery Contracts:

- (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.
- (b) On Delivery: Eighty percent (80%) of the Contract Price of the **delivered Goods** shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price of the **delivered Goods** shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, if required, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

2) For Supply, Delivery, Installation, Test and Commissioning Contracts:

- (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.
- (b) On Delivery: Eighty percent (80%) of the price of the **delivered Goods**, excluding price for installation, test and commissioning shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents. Otherwise, the total delivery

	<p>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 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 <u>SCC</u> provision on Delivery and Documents.</p> <p>3) For Supply, Delivery, Installation, Test and Commissioning Contracts where Installation, Test and Commissioning prices are included in the supply price:</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: 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 <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 forty percent (40%) of the price of the delivered Goods shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents</p>
<p>3.2</p>	<p>1. The following must be indicated in the performance bond to be posted by the Contractor:</p> <ul style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number

	<p>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."</p> <p>2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project.</p> <p>3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC.</p> <p>4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:</p> <p>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;</p> <p>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;</p> <p>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>
<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

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
TS-1.0	GENERAL.....	1
TS-2.0	PROJECT LOCATION.....	2
TS-3.0	PROJECT DURATION.....	2
TS-4.0	SCOPE.....	2
TS-5.0	CODES AND STANDARDS.....	2
TS-6.0	WORKMANSHIP.....	3
TS-7.0	EXCITATION SYSTEM.....	3
TS-7.1	General.....	3
TS-7.2	Characteristics.....	3
TS-7.3	Excitation Cubicles.....	3
TS-7.3.1	General.....	3
TS-7.3.2	Power Rectifier Bridge.....	4
TS-7.3.3	Field Circuit Breaker.....	4
TS-7.3.4	Circuit Breakers.....	4
TS-7.3.5	Field Discharge Resistors.....	4
TS-7.3.6	Field Build-Up Circuit.....	4
TS-7.3.7	Transducers.....	4
TS-7.3.8	Protective Relays.....	5
TS-7.3.9	Instruments.....	5
TS-7.3.10	Digital AVR.....	5
TS-7.3.11	Auxiliary Power.....	6
TS-7.3.12	Cubicle Heaters.....	6
TS-7.3.13	Grounding Bus.....	6
TS-7.3.14	Redundant System.....	7
TS-7.3.15	Test on the Excitation System.....	7
TS-7.3.16	Spare Parts and Special Tools.....	7
TS-8.0	TRAINING OF NPC PERSONEL.....	7
TS-9.0	DATA AND DOCUMENTATION REQUIREMENTS.....	7
TS-10.0	GUARANTEE.....	8
TS-11.0	MEASUREMENT OF PAYMENT.....	8

Section VI – Technical Specifications

PART I – TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

This specification covers the features and technical requirements for the Supply, Delivery, Installation, Testing and Commissioning for the Rehabilitation / Upgrading of Digital Excitation System of Agus4 HEP Unit No. 1.

The existing Generator Unit No. 1 of Agus 4 HEP have the following technical data:

Generator Data (Existing)

1. Capacity	: 62 MVA
2. Frequency	: 60 Hz
3. Power Factor	: 0.85
4. Voltage	: 13,800 Volts
5. Stator Current	: 2,593.9 A
6. Speed	: 327.3 RPM
7. Manufacturer	: MELCO (Mitsubishi Electric Corporation)

Excitation System Characteristics (Existing)

1. Type of System	: STATIC
2. Nominal Output Capacity	: 210 kW
3. Nominal Voltage	: 251 V
4. Nominal Current	: 836 A
5. Ceiling Voltage	: Positive: 418 V Negative: 385 V
6. Thyristor Bridge	
a. Type of Rectifier	: 3 PHASE FULL BRIDGE
b. Thyristor	: FT 500 DL-28
c. Reverse Voltage	: 2500 V
d. Average On-state Current	: 500 A
e. Number of Parallels	: 3
f. Cooling	: FORCED AIR
7. Exciter Transformer	
a. Type of Cooling	: AN/AF
b. Nominal Output Capacity	: 630 kVA
c. Primary Voltage	: 13.8 kV
d. Secondary Voltage	: 330 V
e. Vector Group	: Yd11
f. Thermal Class	: F
g. Primary/Secondary Conn.	: STAR/DELTA
8. Field Circuit Breaker	
a. Nominal field Voltage	: 375 V
b. Maximum Field Voltage	: 500 V
c. Nominal Field Current	: 1600 A
d. Maximum Breaking Current	: 1600 A

The required Excitation System intended for the above generator of Agus 4 HEP Shall be brand new, unused and manufactured by the **Original Equipment Manufacturer (OEM)**. They shall be suitable for the intended purpose and shall comply with the applicable codes and standards, material quality and dimension standard.

- | | |
|------------------------------------|------|
| 8. National Electrical Safety Code | NESC |
| 9. Philippine Electrical Code | PEC |

These codes and standards set forth the minimum requirements which may be exceeded by the Supplier, if, in the Supplier's judgment and with NPC's Acceptance, superior or more economical.

TS-6.0 WORKMANSHIP

Workmanship will be of first-class quality and in accordance with the best modern engineering practice for the manufacture, assembly, installation, testing and commissioning of generator excitation system. All works shall be done by personnel skilled in the related professions and trades. All parts shall be made accurately to standard gauges so as to facilitate replacement and repairs. All special gauges and templates necessary for field erection shall become the property of NPC.

The parts or components shall be designed and arranged so that they can be easily inspected, cleaned, erected, and dismantled without involving large scale dismantling. They will be designed and manufactured in accordance with the latest recognized rules of workmanship and modern engineering practice.

TS-7.0 EXCITATION SYSTEM

TS-7.1 General

A static potential-source, rectifier-type excitation system will be furnished complete with digital automatic voltage regulator, power rectifier bridge, excitation transformer and necessary switching equipment.

Ratings, tests, and characteristics will be in accordance with the latest approved Standards of ANSI, IEEE, NEMA, or IEC, each as they apply, unless otherwise specified.

TS-7.2 Characteristics

The excitation system will have the following characteristics:

- 1) The capacity to supply continuously the excitation required by the generator operating at 100% rated kVA, rated power factor, and 105% rated voltage. The excitation voltage and current parameters shall be based on the existing Generator.
- 2) High initial response; that is, the time required for the excitation voltage to attain 95% of the difference between rated full load voltage and ceiling voltage shall not exceed 0.1s.
- 3) Capable of reversing the excitation voltage to full negative ceiling voltage to rapidly reduce the generator field current when normal shutdown.
- 4) Capable of operation at ceiling voltage for a duration of 10 sec. without damage.
- 5) Meet all specified requirements with the ambient air at any temperature in the range of 15C to 40C.
- 6) Designed for remote control from the distributed control system and/or control switchboard via LAN based on Ethernet with IEC 60870-5-104 protocol or equivalent.
- 7) Disconnecting and transfer devices shall be latching type and shall not rely on continuity of the control power source to keep the excitation system in service.

TS-7.3 Excitation Cubicles

TS-7.3.1 General

Metal-enclosed, floor-mounted cubicles will be furnished for the equipment listed below. The cubicles shall be arranged to make single uniform assembly. Means shall be provided for attaching the cubicles to the embedded channels. All buses/conductors and wiring inside and between cubicles and from the excitation transformer shall be furnished. Any wiring extending beyond the cubicles shall be terminated on 600-V rated terminal blocks.

TS-7.3.2 Power Rectifier Bridge

The power rectifier bridge will be full wave bridge (6 SCR) to rectify and control the field of the generator.

TS-7.3.3 Field Circuit Breaker

A 2-pole generator field air circuit breaker with field discharge contacts and an auxiliary switch having not less than 6 "normally-closed" and 6 "normally-open" single-pole circuits shall be furnished. The breaker shall be provided with arc extinguishers, and the operating mechanism shall be electrically and mechanically trip-free in all positions. The breaker shall be rated not less than the maximum continuous current on the excitation circuit under any of the specified operating conditions of the generator and shall also be capable of interrupting the field circuit successfully under maximum possible short-circuit and voltage conditions. The contacts shall be of the type, which are accessible for inspection and replacement. A circuit breaker enclosed in a molded case will not be acceptable. In case a draw-out type breaker is furnished, one position switch shall be provided for by-passing the auxiliary switch so that the generator space heaters may be operative when the field breaker is pulled out.

TS-7.3.4 Circuit Breakers

Circuit breakers will be furnished for change-over between voltage regulation and electrical brake/test mode. During voltage regulation mode, the excitation transformer shall be connected to the excitation AC bus.

TS-7.3.5 Field Discharge Resistors

A discharge resistor made of material with a non-linear relation between voltage and current such that the voltage varies approximately as the 25% power of the current shall be furnished. The resistor shall be of a rating, which will discharge the energy stored in the generator field within 1 s from maximum value to 10% of rated full field current after tripping the field circuit breaker when a 3-phase short circuit is applied to the generator stator at 5% over voltage. The generator field winding voltage withstand rating and field circuit breaker voltage withstand rating shall be at least 225% of the voltage that is developed across the non-linear discharge resistor at the instant the discharge circuit is closed, following a 3-phase short circuit at 105% of rated voltage and full load field current or 10 times rated voltage, whichever is higher

TS-7.3.6 Field Build-Up Circuit

Equipment will be furnished for a field build-up circuit for connection to the 125-VDC station battery. The equipment shall include a DC contactor for switching, blocking diodes to prevent feedback of current into the battery and control devices.

TS-7.3.7 Transducers

DC voltage and current transducers will be furnished for sensing field voltage and current. The transducers shall provide high voltage insulation between the input circuits and ground and between the input and output circuits at least equivalent to the insulation level of the generator field winding. The DC voltage and current

transducers shall have an accuracy of 1% or better. The transducers shall have DC analog outputs rated 4 to 20 mA at full scale operable into a load of 0 to 10 kilo-ohms the voltage transducer shall be connected to the generator field pilot brushes and the current transducer to the shunt mounted in field circuit breakers cubicle. Each transducer shall be capable of providing an output for supplying at least 2 instruments. Transducer input and output leads shall be connected to terminals for external cable connections. Low-voltage leads from the transformers shall be shielded and isolated from AC and DC power and control circuits.

TS-7.3.8**Protective Relays**

Sensing devices will be furnished for detecting the following conditions:

- a) Field Ground Fault
- b) Loss of thyristor firing circuit power supply
- c) Operation failure of any thyristor and thyristor fuse
- d) Operation at minimum and over excitation limit
- e) Failure of automatic voltage regulator
- f) Loss of regulator DC power
- g) Loss of regulator potential transformer voltage
- h) Failure of field flashing
- i) Individual cooling fans failures
- j) Excitation transformer protection

Each of the above relays and devices will give an indication at the local operation panel, with summary "alarm" and "trip" signals shall be sent to unit control. In addition to the above relays and sensing devices, a visual indication system shall be provided on the front panels of the cubicles so that the operator may readily identify any trouble of abnormal condition

TS-7.3.9**Instruments**

The following indicating instruments will be furnished, mounted, and wired on the front panels of the excitation cubicles:

- a) Field voltmeter
- b) Field ammeter
- c) Generator armature voltmeter
- d) Generator ammeter
- e) Other instruments as required by the excitation system

Means will be provided on front of the excitation cubicle for measuring the following quantities with portable instruments.

- a) Regulator input voltage and sensing current
- b) Voltage error
- c) Control fields currents
- d) Over-and-under-excitation limiter outputs
- e) Other quantities required for maintenance, routine testing, and failure detection

TS-7.3.10**Digital AVR**

A digital voltage regulator will be furnished, mounted and wired in the cubicle(s). All necessary auxiliaries shall be included. The regulator system shall provide for local and remote adjustment of voltage and shall be a continuously acting type, responsive to the voltages of all 3 phases.

The regulator will meet the following requirements:

- Maintain generator armature voltage under steady-state load conditions, without hunting, within 0.5% for any load condition within the capability of the generator.

- For 100% rated load rejection, and neglecting the initial instantaneous voltage rise, the regulator shall restore the generator armature voltage to within 5% of the voltage before the load rejection and shall maintain this voltage during the overspeed conditions.
- Slow changes in ambient temperature in the range of 15°C to 40°C shall not cause changes in voltage of more than 0.5%
- Electrical brake mode for lower abrasion of mechanical brake.

The voltage regulator will include the following features:

- Changes on digital set values shall be possible from remote unit control or local control. A control switch for local adjustment or testing shall be provided in the excitation cubicles. Limiter shall be activated by digital parameter changes.
- Digital auto-tracking function to allow bumpless change-over from auto to manual mode
- Power system stabilizer (PSS) to improve damping of power swings and stability of the generator
- Over excitation limiter (OEL)
- Maximum volts/hertz protection
- Minimum excitation limiter (MEL)
- Loss of potential protection
- Line drop compensation(LDC)
- Reactive current compensation
- All equipment for the control functions required for placing the regulator in or out of service under local control from the excitation cubicles, or under remote control, either manual or automatic. The equipment include a "local/Remote" selector switch, complete with position indication local display, mounted on the excitation cubicle. Local indication on display when the voltage regulator is automatically tripped because of abnormal operating conditions of failure of a component of the regulator shall be provided. Auxiliary contacts for both local and remote indication and for annunciation shall be provided as required.

TS-7.3.11 Auxiliary Power

An auxiliary power transformer will be furnished to supply all required auxiliary power in the excitation system, including power for fans, transducers, and any other devices requiring low-voltage AC power. The primary of the transformer shall be connected through a circuit breaker to the AC excitation power supply. Control power for relays, air circuit breaker to the AC excitation power supply. Control power for relays air circuit breakers, and field build-up circuits shall be 125 VDC from the station battery. A AC/DC converter shall be furnished to isolate the field build-up thyristor firing circuits from the 125 VDC station battery, if applicable.

TS-7.3.12 Cubicle Heaters

Electric space heaters with on/off switches will be furnished and wired in the cubicles.

TS-7.3.13 Grounding Bus

A ground bus of suitable size will be installed through the entire length of the excitation switchgear. The ground bus shall have provisions at each end for connection of a 120mm² copper ground cable.

A digital voltage regulator will be provided to supply the volt-ampere requirements of the generator field. The excitation system will be high initial response design as defined by IEEE 421.2. The digital voltage regulator will also incorporate a Power System Stabilizer.

- TS-7.3.14 Redundant System**
The Supplier will provide dual or redundant control system to ensure system reliability and efficiency. The n+1 redundancy for thyristors and excitation controllers is required in hot standby architecture.
- TS-7.3.15 Test on the Excitation System**
The following test will be performed:
- Routine test on the excitation transformer shall be performed in accordance with IEEE or equivalent IEC standard. Complete dielectric test on the transformer shall be performed. These shall consist of impulse, induced, and applied voltage tests on both high and low voltage windings. These values shall correspond to rated BIL values.
 - Operational checks of all cooling fans, breakers and other devices such as sensors, transducers, alarms, and protective devices shall be made.
 - The excitation cubicles shall be assembled in the factory and shall be given a one-minute test ground at an AC rms voltages of 10 times the rated load voltage.
 - All others electrical parts, such as regulators, rheostats, and similar devices shall be tested individually in accordance with applicable IEC or IEEE standards, except that where the parts are in quantity production and routine tests are made, and such routine tests are in accordance with IEEE standards, individual tests of such parts will not be required; however, in either event, certified test data covering each part shall be submitted.
 - Test to determine the efficiency of the excitation system including excitation transformer at an output corresponding to the generator field current at 25%, 50%, 75%, and 100% of the generator rated kVA voltage, power factor and frequency.
- TS-7.3.16 Spare Parts and Special Tools**
The Supplier will provide special tools and other spare parts required for two (2) years operation in addition to those spare parts specified in the Technical Data Sheet.
- TS-8.0 FACTORY ACCEPTANCE TEST**
The Factory Acceptance Test shall be held at the digital excitation system manufacturing site. The new digital excitation system will be tested in its entirety prior to shipping using standard test procedures. The FAT is focused entirely on the end-user's criteria and/or IEEE/IEC standard. A detailed FAT test procedure will be written specifically for the system providing the end-user with the opportunity to exercise the deliverable system in a simulated environment. Sample FAT test plans should be submitted to the end-user for review prior to the conduct of FAT.
- TS-9.0 TRAINING OF NPC PERSONEL**
The Supplier will provide local training for ten (10) personnel from Agus 4 HEP in English.
Training will include classroom instruction courses and hands-on training to enable NPC personnel to manage, install, test, commission, maintain, operate and service the equipment on completion of the works in accordance with maintenance and operating procedures established by the supplier.
The cost of performing the training course shall be included in the Contract Price for the equipment.
- TS-10.0 DATA AND DOCUMENTATION REQUIREMENTS**
Bidders-furnished data and information shall be the guaranteed performance data predicted performance, interface requirements and construction of features of the equipment to be furnished. The accuracy of such information and its compatibility with

overall performance requirements specified by NPC are the sole responsibility of the Supplier.

All information submitted as part of Proposal Data will become part of the contract data for successful bidder. Any deviation from such data requires NPC's approval. The Supplier will furnish with his proposal the following:

a.) To be submitted with the bid:

1. Letter of Confirmation from the Manufacturer that a local agent or representative is available to provide aftersales service and stating his full support. Name, address and contact no./person shall be provided.
2. Bid must be accompanied by authorization to bid from any of the following:
 - a) Original Equipment Manufacturer (OEM)
 - b) In case of authorized distributor issuing the notarized appointment, it shall be accompanied by Certificate of Authorized Distributorship from the OEM;
 - c) Licensee of the OEM
 - d) Manufacturers of the excitation System or any equipment duly recognized to be using the original products of the OEM;

OR

Original copy of Manufacturer's Authorization to bid directly addressed to the BAC-NPC indicating therein the PR/References Number and a certificate from their customer that their supplied equipment/spare parts which is the same to the items subjected for bidding has performed satisfactorily in service.

3. Completely filled-out Technical Data Sheets;

b.) To be submitted during post-qualification:

1. Product Brochures/Catalogues/Technical data/Drawing of the Excitation System being offered to adequately support the supplier's submitted and filled-out Technical Data sheet to contain Equipment Connection Diagram.
2. System Interconnection Drawing
3. Equipment Layout
4. Installation Details
5. Site inspection Certificate to be signed by the NPC authorized plant personnel. Contractor's representative who shall conduct on-site inspection shall be technically knowledgeable on this project;
6. Work Plan/Schedule (Bar Chart); and
7. Certificate or any proof from the OEM of the equipment to be supplied that the personnel who will supervise the testing and commissioning is a certified technical expert.

c.) To be submitted before or upon delivery:

The following documents/accessories will be submitted before or upon delivery of the equipment:

1. Certificate of Origin from the Manufacturer
2. Warranty Certificate for one (1) year against factory defects/workmanship.
3. Three (3) sets of Operation and Maintenance Manual including three (3) sets of CD
4. Elementary and Construction drawings
5. Cable and Conduit Schedule
6. Operating Software
7. Software Setting

8. Spare and Renewal Parts information

TS-11.0**GUARANTEE**

The Supplier will guarantee the replacement of the supplied equipment at his own expense against defect in design, workmanship and materials for one(1) year after acceptance by NPC.

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

TS-12.0**MEASUREMENT OF PAYMENT**

Payment will be made at the contract unit price for the corresponding item Generator Excitation System in the Bid Price Schedule. Payment thereof shall constitute the full compensation for furnishing, installation, test and commissioning of the complete generator digital excitation system including training of NPC representatives.

Section VI – Technical Specifications

PART II - TECHNICAL DATA SHEETS

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1.0	DIGITAL EXCITATION SYSTEM	VI-TDS-1-5

Name of Bidder: _____

Signature of Bidder: _____

Section VI – Technical Specifications

PART II - TECHNICAL DATA SHEETS

DIGITAL EXCITATION SYSTEM

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

1.0 EQUIPMENT DATA

ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
EXCITER			
1.	Type	Static	
2.	Manufacturer	By Supplier	
3.	Place of Manufacturer	By Supplier	
4.	Current at Continuous Maximum Rating	1,000 A DC	
5.	Ceiling Current	1,340 A DC/ 10 sec	
6.	Voltage at Continuous Maximum Rating	295 VDC	
7.	Ceiling Voltage	418 V/10 sec	
8.	Negative/Positive Voltage	By Supplier	
9.	Response Time	100 ms	
10.	Digital Controller	Redundant	
11.	Power System Stabilizer	Included	
12.	Redundant System	Yes	

ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
AUTOMATIC VOLTAGE REGULATOR (AVR)			
1.	Manufacturer	By Supplier	
2.	Place of Manufacture	By Supplier	
3.	Type	Digital Static	
4.	Input Requirements	By Supplier	
5.	Continuous Output	By Supplier	

Name of Bidder: _____

Signature of Bidder: _____

SECTION VI – TECHNICAL SPECIFICATIONS

MG-A5M24-001

6.	Regulation	Better than 0.20% Accuracy 0 -120% Control range	
7.	Designed for Remote Control	Yes, via Ethernet	
8.	Operating Temperature	By Supplier	
9.	Storage Temperature	By Supplier	
10.	Internet Power Supply	230 VAC / 125VDC	
11.	Digital inputs	At least 48	
12.	Digital outputs	At least 35	
13.	Analog input	At least 25	
14.	Analog output	At least 16	
15.	Control mode	Auto and manual	
16.	I/O interface and communication ports	Required	
17.	Ethernet Modbus TCP	Required	
18.	IRIG-B Synch input	Required	
19.	Electronic microcomputer-based	Required for the control and regulation functions	
20.	Control and supervision	Required	
21.	Reactive Power Control	Required	
22.	Power Factor Control	Required	
23.	Voltage supervision	Required	
24.	Fault signal indicator	Required	
25.	Logical function for Control and Supervision for the devices/process	Field flashing	
		Cooling fans for thyristors converter	
		Redundant thyristor bridge	
		Reactive power (start and stop)	
		Setting of reference value	
		Section of control mode with follow-up for Bumpless transfer	
26.	Limiters	Underexcitation limiter	
		Volts per hertz limiter	
		Overexcitation limiter	
27.	Power system stabilizer (PSS)	Dual type PSS function IEEE PSS2A or IEEE PSS2B	
28.	PSS tuning	With built-in sweep frequency step function for easy PSS parameters tuning and compliance testing	
29.	Control and annunciation	Excitation on/off	
		90% speed input (14E)	
		Field breaker close/trip	

Name of Bidder: _____

Signature of Bidder: _____

		Field breaker position	
		Manual mode	
		Auto mode	
		Trip relays (86-1)	
		Raise command	
		Lower command	
		Enable PSS	
		Local/Local-Remote/Remote	
		Exciter ready	
		Excitation alarm	
		Excitation trip	
		Overexcitation limiter active	
		Underexcitation limiter active	
		V/Hz limiter active	
		Power supply failure	
		Excitation transformer temperature alarm	
		Excitation transformer trip	
		Thyristor bridge temperature alarm	
		Thyristor bridge temperature trip	
		Cooling fan failure	
		Thyristor bridge failure	
30.	User interface / HMI		
	a. Display size	At least 15 inches	
	b. Pixel resolution	1920 x 1080	
	c. Colors	16M	
	d. Capacitive touch screen and glass front	Yes	
	e. Interfaces	1 x RJ45 Ethernet Port with 10/100/1000 Mbit, 2 RJ45 Ethernet Ports with 10/100 Mbit, 1x RS232/485/422, 2 USB Ports, 1 x Power Supply, 1 SD Card Slot	
	f. Memory	At least 8 GB	
	g. RAM	At least 2 GB	
	h. Application	For harsh environment and for tropical climate	
Design Concept (Redundant System)			
The voltage regulation system is based on a redundant DUAL CHANNEL configuration. Two sets of hardware with independent control		Yes	

Name of Bidder: _____

Signature of Bidder: _____

working in hot stand-by condition		
-----------------------------------	--	--

Test and Experience Requirements for Exciter / AVR			
	Test Requirements		
	a. Design Test and Certified Test Reports required (Yes, No)*	Yes	
	b. Factory Acceptance (Routine) tests to be performed (Yes, No)	Yes	
	Equipment and Manufacturer's Experience		
	a. The manufacturer should have been in the business of manufacturing the equipment of at least the same voltage and the same frequency level for not less than:**	10	
	b. The same type of equipment being offered should have been in the actual services for not less than:**	3	

ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
SPARE PARTS			
1.	Programmable Controller Module	1 piece	
2.	Acquisition and Control Module	1 piece	
3.	Power Supply, 125VDC	1 piece	
4.	Power Supply, 24VDC	1 piece	
5.	Thyristor Triggering & Monitoring Module	1 piece	
6.	Pulse Transformer Module	1 piece	
7.	Hall Sensor Module	1 piece	
8.	Complete Thyristor Bridge	1 unit	
9.	Isolator Module	1 piece	
10.	Crowbar Module	1 piece	
11.	Thyristor Cooling Fan	1 piece	
12.	HMI, 15"	1 piece	
13.	Ventilation Filter for Excitation Cubicles	2 pieces	
Special Tools			

Name of Bidder: _____

Signature of Bidder: _____

SECTION VI – TECHNICAL SPECIFICATIONS

MG-A5M24-001

1.	Accessory box for test terminal (for VT, CT)	1 piece	
2.	Lifter for Field Circuit Breaker	1 piece	
3.	Laptop computer	1 set	
	a. Type	PC Compatible	
	b. Hardware		
	1. Processor	Intel i7 or latest model available	
	2. Clock Frequency, Ghz	Latest speed available	
	3. Memory, GB	4 (min.)	
	4. Cache, GB	1 (min.)	
	5. Hard disk capacity, TB	1 (min.)	
	6. Video RAM	(Integrated) Largest available	
	7. DVD ROM drive	(Integrated)	
	8. Display	14" active TFT Color Matrix Display LED color	
	9. Network Interface	10/100/1000 MBps (Built-in)	
	c. Software		
	1. Operating System	Licensed window 10, pre-installed with back-up CD ROM and reference manuals	
	2. Communication stack	OSI-TCP/IP	
	3. Configuration tools, (specify provided, not provided)	Provided with back-up copy	
	d. Peripheral connectivity		
	1. Communication Interface	USB 2.0, USB 3.0	

ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
EXCITATION TRANSFORMER			
1.	Manufacturer	By Supplier	
2.	Brand	By Supplier	
3.	Capacity	450 kVA	

Name of Bidder: _____

Signature of Bidder: _____

4.	Type	Dry Cast Resin	
5.	Primary Voltage	13.8 kV	
6.	Secondary Voltage	330 V	
7.	Frequency	60 Hz	
8.	Tap Changer	@Primary: +/- 2 x 2.5 %	
9.	Vector Group	Yd1	
10.	Insulation Class	Class F	
11.	Winding Material	Cu/Cu	
12.	Impedance	~ 6 %	
13.	Cooling	AN/AF	
14.	Temperature Rise (k)	100/100	
15.	Protection	IP21-Indoor	
16.	Routine Test According to IEC 60076		
	a. Winding Resistance	Included	
	b. Voltage Ratio and check of phase displacement	Included	
	c. No-Load losses and current (100% and 110 %)	Included	
	d. Short Circuit Impedance and load losses	Included	
	e. Induced Over voltage test	Included	
	f. Applied Voltage Test	Included	

ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
PROTECTION RELAY FOR EXCITATION TRANSFORMER			
1.	Manufacturer	By Supplier	
2.	Place of Manufacture	By Supplier	
3.	Model /Order Code / Part Number	By Supplier	
3.	Quantity	1 Set	
4.	Type	Micro-processor, multifunction	

Name of Bidder: _____

Signature of Bidder: _____

5.	Protection Function	Two-winding dual-slope differential protection with harmonic blocking and restraint	
		Phase Overcurrent	
		Negative Sequence Overcurrent	
		Residual-ground overcurrent	
		Neutral-ground overcurrent	
		Breaker failure protection function	
6.	Transformer monitoring	Transformer through-fault monitor measuring accumulated through-fault levels	
		Temperature on ambient, tap changer and transformer body	
7.	Metering and reporting	With fundamental three-phase metering (phase voltage, phase currents, power factor, power, energy, frequency) includes sequence values of voltage and current	
		With sequence of event recorder of 1 ms resolution	
		With oscillographic event reports	
8.	Communication	IEC 61850 DNP3 Modbus TCP/IP	
9.	Time Synchronization	IRIG-B	
10.	Current input type	5A	
11.	Current input continuous rating	20 A	
12.	Relay Burden to CT	Not to exceed 0.1 VA per phase	
13.	Output contacts	At least two form C of 250 VDC operational voltage, 30 A make	

Name of Bidder: _____

Signature of Bidder: _____

ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
FIELD GROUND RELAY			
	Manufacturer	By Supplier	
1.	Place of Manufacture	By Supplier	
2.	Model /Order Code / Part Number	By Supplier	
3.	Quantity	1 Set	
4.	Standard	In accordance with IEC 61557-8	
5.	Application	AC systems and extensive DC supplied loads (such as rectifiers and inverters)	
6.	Architecture	Continuously monitor the entire insulation resistance of field winding including of the output of the AVR at offline and online.	
7.	Automatic adaptation to the existing system leakage capacitance	Yes	
8.	Measurement range	1 kΩ to 1 MΩ	
9.	Display	High resolution graphical	
10.	Communications	Modbus TCP and web server	
11.	Data exchange	Thru RS-485 port	
12.	Rated voltage	1000 V	
13.	Power supply voltage	24-240 VAC/VDC	
14.	Digital inputs	At least three (3), 24 VDC	
15.	Digital outputs	At least two (2), 24 VDC	
16.	Switching elements	Two changeover (form C) of up to 220 VDC operating voltage	

Name of Bidder: _____

Signature of Bidder: _____

ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
POTENTIAL TRANSFORMER			
1.	Manufacturer	By Supplier	
2.	Place of Manufacture	By Supplier	
3.	Quantity	3 Units	
4.	No. of Core	Two (2)	
5.	Rated Ratio	$13.8kV / \sqrt{3} : 120\sqrt{3}$ $: 120\sqrt{3}$	
6.	Rated Frequency	60Hz	
7.	Core 1		
	a. Accuracy Class	0.5	
	b. Burden	90 VA	
	Core 2		
	a. Accuracy Class	3P	
	b. Burden	100 VA	

ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
CURRENT TRANSFORMER			
1.	Manufacturer	By Supplier	
2.	Place of Manufacture	By Supplier	
3.	Quantity	3 Units	
4.	No. of Core	Two (2)	
5.	Rated Ratio	30:5	
6.	Protection Class	5P20	
7.	Burden	20 VA	

Test and Experience Requirements			
	Test Requirements		
	c. Design Test and Certified Test Reports required	Yes	

Name of Bidder: _____

Signature of Bidder: _____

	(Yes, No)*		
	d. Factory Acceptance (Routine) tests to be performed (Yes, No)	Yes	
	Equipment and Manufacturer's Experience		
	c. The manufacturer should have been in the business of manufacturing the equipment of at least the same voltage and the same frequency level for not less than:**	10	
	d. The same type of equipment being offered should have been in the actual services for not less than:**	3	

Note: * Supplier shall place in the filled-in data "submitted" or "will submit", "will perform" or had been performed" as appropriate

** Experience less than what is required will be ground for rejection of the equipment being offered.

Name of Bidder: _____

Signature of Bidder: _____

SECTION VII

SCHEDULE OF REQUIREMENTS (BID PRICE SCHEDULE)

SECTION VII - SCHEDULE OF REQUIREMENTS
REHAB/UPGRADING OF AGUS 4 HEP UNIT 1 EXCITATION SYSTEM
PR. NO. MG-A5M24-001

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)	Total Unit Price (E+F+G+H+I)	Local Currency (Phil. Peso) (K = J x C)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
1.0	Supply, Delivery, Installation, Testing and Commissioning of Agus 4 HEP Unit 1 Excitation 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

Code	Country of Origin

Name of Bidder: _____

Signature of Bidder: _____

Note: Final delivery site of the equipment shall be at:
Agus 4 HEP Plant, Balo-i, Lanao Del Norte

SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

TABLE OF CONTENTS

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

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders

A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

1. ELIGIBILITY DOCUMENTS

a. (CLASS A)

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

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

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

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

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

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

- Duly signed computation of its Net Financial Contracting Capacity (NFCC) at least equal to the ABC (NPCSF-GOODS-04) ora 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

Standard Form No: NPCSF-GOODS-01

- 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)
- Documents to be submitted with the Proposal as specified in Clause TS-9.0(a) of Section VI - Technical Specifications;
- Complete eligibility documents of the proposed subcontractor, if any

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

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

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

Standard Form No: NPCSF-GOODS-01

translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).

3. *A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.*

Standard Form Number: NPCSF-GOODS-02

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

Business Name : _____
Business Address : _____

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

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

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____
Business Address : _____

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

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

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

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.

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

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

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURES(S) _____

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

SEAL _____ SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
REHAB/UPGRADING OF AGUS 4 HEP UNIT 1 EXCITATION SYSTEM
(PR NO. MG-A5M24-001)

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

I/We¹, the undersigned, declare that:

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

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

[Name and Signature of Bidder's Representative/
Authorized Signatory]
[Signatory's legal capacity]
Affiant

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

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

Standard Form No: NPCSF-GOODS-07

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

SECTION VIII – BIDDING FORMS

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 **REHAB/UPGRADING OF AGUS 4 HEP UNIT 1 EXCITATION SYSTEM (MG-A5M24-001)** 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