



National Power Corporation
SUPPLEMENTAL/BID BULLETIN NO. 1
To the Bid Documents for the

**LEASE OF MODULAR DIESEL GENSETS FOR LUZON AREAS IN THREE
SCHEDULES (RE-BIDDING OF SCHEDULE I&III)
SPUGLUZPO9A05S1**

02 March 2010

All holders of the above mentioned documents are hereby being informed of the changes/improvements in some of the provisions as follows:

A. PART I – INSTRUCTIONS TO BIDDERS

- a. Clause 24.1, Opening and Preliminary Examination of Bids, page I-ITB-15, add the following sentence “NPC has the option not to open the second envelope (financial) for Single Technically Complying Bid.”
- b. Clause 29.2, Post Qualification, item (e), page I-ITB-79, shall read as follows: “(e) Provisional Lease Agreement between the New Player/**Existing Lessor** and the private land owner for the alternative site of the 10MW Modular Units in Masbate area.”

B. PART II – BID DATA SHEET

- a. Clause 28.5, page II-BDS-4, replace the phrase “No further instructions” with:

“Bid evaluation shall consider Fuel Consumption specified in Section **BDS** 28.3 above.”

C. PART III – GENERAL CONDITIONS OF CONTRACT

- a. Clause 16.1, 2nd Sentence, page III-GCC-8, shall read as follows: “The SCC and **the Technical Specifications** shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted.”
- b. Clauses 17.1 to 17.4, Warranty, page III-GCC-8, the clauses shall be replaced with the following:

“17.1 **The Supplier warrants that the GOODS leased under the Contract are in top conditions and capable of providing the required output without exceeding its guaranteed maximum fuel consumption throughout the duration of the lease period.**”

- 17.2 The Supplier also warrants that all GOODS **leased** under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the leased GOODS in the conditions prevailing at the site of final destination.
- 17.3 **The Supplier further warrants that that defects and/or malfunction during the lease period shall be corrected by the Supplier with due dispatch and put back the equipment in normal operation at the earliest possible time.**
- 17.4 **The PROCURING ENTITY shall deduct from the monthly billing all power shortfalls and penalties arising from none compliance of its guaranteed output and fuel consumption."**

D. PART IV – SPECIAL CONDITIONS OF THE CONTRACT

- a. Clause 6.2, Incidental Services, sub-item (e), page IV-SCC-2, to read as follows:

"The New Player as part of its mobilization cost shall undertake the required site development, construction of perimeter fence, perimeter lighting and maintaining of access road at the designated alternative sites for modular units as described in the Part IX – Reference Drawings, Schedules I and III. Existing Lessor shall move/transfer to the alternative site in Masbate (Schedule III) and as part of its mobilization cost shall undertake the required site development, construction of perimeter fence, perimeter lighting and maintaining of access road.

The alternative site in Mindoro (Schedule I) is free of use/charge during the contract period. With regards to the alternative site in Masbate (Schedule III), the New Player/**Existing Lessor** shall submit a Provisional Lease Agreement between the New Player/**Existing Lessor** and the private land owner."

- b. Clauses 17.3, 17.4 and 17.5, page IV-SCC-3, shall be deleted.

E. PART V-TECHNICAL PROVISION

- a. Clause TS-1.1, Project Description, Table 1, column for Required Minimum FOST Capacity, cu.m., page V-TS-1, For Calapan DPP, replace "**200 200***" to read as "**200 – for New Player**". **See also Attachment 1.**
- b. Clause TS-1.1, Project Description, Table 1, column for Required Minimum FOST Capacity, cu.m., page V-TS-1, For Masbate DPP, replace

"by NPC 300*" to read as "300 – for both New Player/Existing Lessor". See also Attachment 1.

- c. Clause TS-2.1 Scope of Works, By the Lessor, Item 11, page V-TS-3, shall be read as: "As required by SCC 6.2 (e), **New Player/Existing Lessor** shall shoulder the cost of rental or lease of land, site development, perimeter fences, perimeter lighting and maintaining of access roads at respective alternative sites being provided for modular generating units including the securing of and payment of Environmental Compliance (ECC) for the alternative site in **Masbate (Schedule III)**."

The alternative site in Mindoro (Schedule I) is free of use/charge during the contract period, however, the New Player as part of its mobilization cost shall undertake the required site development, construction of perimeter fence, perimeter lighting and maintaining of access road at the designated alternative site in Mindoro (Schedule I)"

- d. Clause TS-2.1, Scope of Works, By the Lessor, Item 17, page V-TS-3, revise the 2nd sentence to read as "The New Player and the Existing Lessor shall also provide the fuel oil storage tank as specified in Table I."
- e. Clause TS-2.2 Scope of Works, By the Lessee, Item 5, page V-TS-5, replace the whole item 5 to read as:

"In case of the existing Lessor at **Calapan DPP**, continue to provide the existing site space for the modular generating units. Any additional cost or improvements shall be borne by the Lessor.

In case of the **alternative sites at Masbate and Mindoro**, designate such alternative sites for modular generating units **for the New Player/Existing Lessor for Masbate (Schedule III) and New Player for Mindoro (Schedule I)** in accordance with the terms of SCC 6.2.

- f. Clause TS-3.0, Determination of Actual Energy Delivered and Fuel Consumption, page V-TS-5, replace 1st paragraph, to read as follows:

"The monthly actual net energy in kWh delivered by the modular diesel generating sets will be measured at the high voltage side of the main transformer/s using the metering equipment provided by the **Lessee**."

F. PART VII – BID PRICE SCHEDULE

- a. BID PRICE SCHEDULE, Schedule III, Masbate Island, Masbate DPP, page VII-1, the column "Total Price for **18-month** (in PHP) Quantity, should read as "**24-month**". See also Attachment 2 – revised Part VII – Bid Price Schedule – Schedule III.

For the guidance of all concerned.



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Bids and Awards Committee