



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

## **TERMS OF REFERENCE**

**Name of Project** : SUPPLY AND DELIVERY OF RENEWABLE  
ENERGY FOR THE HYBRIDIZATION OF DIESEL  
POWER PLANTS UNDER SCHEDULE I  
CLUSTER 1A-BATANES

**PR No.** : HO-PMD25-001

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# National Power Corporation

## NEGOTIATED PROCUREMENT

### NP 2025-0004

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2025 intends to apply the sum of (Please see schedule below) being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Pre-Nego Conference	Bid Submission / Opening	ABC
HO-PMD25-001 / FB250812-HB00219  Supply and Delivery of Renewable Energy for the Hybridization of Diesel Power Plants under Schedule I (Cluster 1A - Batanes)	24 June 2025 9:30 AM	07 August 2025 9:30 AM	₱ 900,000,000.00
HO-PMD25-002 / FB250812-HB00222  Supply and Delivery of Renewable Energy for the Hybridization of Diesel Power Plants under Schedule II (Cluster 5A - Bicol)			₱ 820,000,000.00
HO-PMD25-003 / FB250812-HB00223  Supply and Delivery of Renewable Energy for the Hybridization of Diesel Power Plants under Schedule III (Cluster 4A - Palawan)			₱ 960,000,000.00
HO-PMD25-004 / FB250812-HB00224  Supply and Delivery of Renewable Energy for the Hybridization of Diesel Power Plants under Schedule IV (Cluster 10 - Tawi-Tawi)			₱ 740,000,000.00

Contracts similar to the Project shall comply with at least 50% of the ABC either through any of the following:

1. Completed PSA/ PPA with contract amount of at least 50% of the ABC
2. Completed Construction of Any Power Plant (with ongoing PSA/ PPA) with contract amount of at least 50% of the ABC
3. Combination of two (2) similar contracts with an aggregate contract amount of at least 50% of the ABC as follows:
  - 3.1. One (1) completed PSA/ PPA or Completed Construction of Any Power Plant Contract (with ongoing PSA/ PPA) with an amount of at least 25% of the ABC; and
  - 3.2. One (1) ongoing contract (PSA/ PPA of RE Facility only) with completed portion amounting to at least 25% of the ABC, provided that the RE facility is operationalized, and a certificate of satisfactory performance has been issued by the concerned Procuring Entity.



2. The NPC now invites Bids for Items listed above. Delivery of the items is required within (**see table below**) in the Technical Specifications in the Terms of Reference. Bidders should have completed from the date of submission and receipt of bids, a contract similar to the Project., must be at least equivalent to an amount as stated in the Terms of Reference.

PR Nos./PB Ref Nos.	Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-PMD25-001 HO-PMD25-002 HO-PMD25-003 HO-PMD25-004	Twenty-Two (22) Years	-

3. Bidding will be conducted through Negotiated Procurement procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184 and DOE Department Circular No. 2022-11-0034 subject to compliance of securing registration with the SEC and/or any agency authorized by the laws of the Philippines within ten (10) days upon receipt of the Notice of Award.

4. Interested bidders may obtain further information from BAC Secretariat at the address given below during office hours.
5. A complete set of TOR will be provided to the interested Bidders from the address below. It may also be downloaded from the website of National Power Corporation <http://www.napocor.gov.ph>.
6. NPC will hold a Pre-Negotiation Conference on the date, time and venue stated above. Interested bidder/s is/are allowed to join and participate in the Pre-Negotiation Conference at the Kañao Room or virtually. However, those attending virtually shall assume the risk of any internet connectivity issues. Further, interested bidders are hereby informed of the following:
- Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate.
  - 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
  - The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2 020
  - 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 delivered to the address below on the date stated above. Late bids shall not be accepted.
8. NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to the contract award, without thereby incurring any liability to the affected bidder or bidders.
9. 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.: 8921-3541 local 5564/5713  
Email: [bcsd@napocor.gov.ph](mailto:bcsd@napocor.gov.ph)

  
**LARRY I. SABELLINA**

Vice President, MinGen and  
Chairman, Bids and Awards Committee

## SECTION II – INSTRUCTIONS TO BIDDERS

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## SECTION I – INSTRUCTIONS TO BIDDERS

### 1. Scope of Bid

The **National Power Corporation** wishes to receive Bids for the **SUPPLY AND DELIVERY OF RENEWABLE ENERGY FOR THE HYBRIDIZATION OF DIESEL POWER PLANTS UNDER SCHEDULE I (CLUSTER 1A-BATANES)**, with PR No. HO-PMD25-001.

The Procurement Project (referred to herein as “Project”) is composed of supply of energy from RE facilities in one cluster, the details of which are described in **Section VII** (Technical Specifications).

### 2. Funding Information

2.1 The GOP through the source of funding as indicated below for 2027 to 2047 in the total amount of Php900,000,000.00 for the 20-year period O&M of the RE Facility.

2.2 The source of funding is the Corporate Operating Budget of NPC.

### 3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive 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.

### 4. Eligible Bidders

4.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

4.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

4.3. 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:

a. For the procurement of Non- expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

4.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **5. 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.

## **6. 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/webcam as indicated in Invitation to Bid.

## **7. Clarification and Amendment of Terms of Reference**

Prospective may request clarification on and/or interpretation of any part of the Terms of Reference. 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.

## **8. Documents Comprising the Bid: Eligibility and Technical Components**

- 8.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 8.2 The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within twenty (20) years prior to the deadline for the submission and receipt of bids.
- 8.3 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.

## **9. Documents comprising the Bid: Financial Component**

- 9.1 The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).



- 9.2 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.
- 9.3 Any bid exceeding the ABC or SAGR cap for the cluster as indicated in the table in item 1 of the Negotiated Procurement Invitation shall not be accepted.
- 9.4 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.

## 10. Bid Prices

- 10.1. 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**.

## 11. Bid and Payment Currencies

- 11.1 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.

11.2 Payment of the contract price shall be made in:

- a. Philippine Pesos.

## 12. Bid Security

12.1 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.

12.2 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.

## 13. Sealing and Marking of Bids

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

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

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

## 14. Deadline for Submission of Bids

14.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in Negotiated Procurement Invitation.

## 15. Opening and Preliminary Examination of Bids

15.1 The BAC shall open the Bids in public at the time, on the date, and at the place specified in Negotiated Procurement Invitation. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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.

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

## 16. Domestic Preference



- 16.1. 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.

## 17. Detailed Evaluation and Comparison of Bids

- 17.1 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.
- 17.2 If the Project allows partial bids, bidders may submit a proposal on any of the clusters/lots or plants/items, and evaluation will be undertaken on a per cluster/lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 13.1 shall be submitted for each cluster/lot or item separately.
- 17.3 The descriptions of the clusters/lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these clusters/lots or plants/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 clusters/lots or items participated in by the prospective Bidder
- 17.4 The Project having several plants/items shall be awarded as One Contract.
- 17.5 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 clusters/lots or plants/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 clusters/lots or plants/items participated in by the prospective Bidder.

## 18. Post-Qualification

- 18.1 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**.

## 19. Signing of the Contract

- 19.1. 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**

<b>ITB Clause</b>	
5.1	Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
5.2	Foreign ownership limited to those allowed under the rules may participate in this Project.
5.3	<p>Contracts similar to the Project shall comply with at least 50% of the ABC either through any of the following:</p> <ol style="list-style-type: none"> <li>1. Completed PSA/ PPA with contract amount of at least 50% of the ABC</li> <li>2. Completed Construction of Any Power Plant (with ongoing PSA/ PPA) with contract amount of at least 50% of the ABC</li> <li>3. Combination of two (2) similar contracts with an aggregate contract amount of at least 50% of the ABC as follows:               <ol style="list-style-type: none"> <li>3.1. One (1) completed PSA/ PPA or Completed Construction of Any Power Plant Contract (with ongoing PSA/ PPA) with an amount of at least 25% of the ABC;</li> <li>3.2. One (1) ongoing contract (PSA/ PPA of RE Facility only) with completed portion amounting to at least 25% of the ABC, provided that the RE facility is operationalized, and a certificate of satisfactory performance has been issued by the concerned Procuring Entity.</li> </ol> </li> </ol> <p>It shall be a ground for disqualification if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
13.1	<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"> <li>1. The amount of not less than [Indicate the amount equivalent to two percent (2%) of the ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>2. The amount of not less than [Indicate the amount equivalent to five percent (5%) of the ABC] if bid security is in Surety Bond.</li> </ol>



18.1	<p>The bid evaluation will be undertaken as follows:</p> <ol style="list-style-type: none"> <li>1. The technical and financial offers shall be evaluated as to completeness of information and conformance with specified requirements. Non-compliance is a ground for disqualification of bid.</li> <li>2. The Tariff Rate offer that exceeds the set SAGR and/ or the computed Contract Amount that exceeds the ABC shall be disqualified.</li> <li>3. Subject to Section 32 of RA 9184 IRR, the basis of ranking of the complying bids will be computed using the formula below in reference to Section VII, Part II: Technical Data Sheet, and Section VIII, Bidding Forms, Schedule of Prices:</li> </ol> $\text{AGCD} = (\text{NPC RATE CAP}) (\text{MAG}_{\text{REPP}}) - (\text{CAGC}_{\text{CORRECTED}})$ $\text{CAGC}_{\text{CORRECTED}} = \text{TR} \times \text{MAG}_{\text{REPP}}$ <p>Where:</p> <p><b>AGCD</b> – Annual Generation Cost Difference</p> <p><b>NPC RATE CAP</b> – Subsidized Approved Generation Rate in the area/ cluster</p> <p><b>CAGC<sub>CORRECTED</sub></b> – Computed Annual Generation Cost as corrected</p> <p><b>TR</b> – Tariff Rate Offered</p> <p><b>MAG<sub>REPP</sub></b> – Minimum Annual Generation committed by the REPP</p> $\text{MAG}_{\text{REPP}} = \text{MAG}_{\text{PLANT1}} + \text{MAG}_{\text{PLANT2}} + \dots + \text{MAG}_{\text{PLANTn}}$ <p><b>MAG<sub>PLANT</sub></b> – Minimum Annual Generation per Plant</p> <p>Note: <b>MAG<sub>PLANT</sub></b> lower than the minimum annual generation requirement of NPC OR higher than the product of REPP's committed Capacity and Availability multiplied by 365 days will be grounds for disqualification.</p> <p>The <b>Highest Rated Bid (HRB)</b> will be the bid offer that will maximize the benefit to NPC which is the highest computed value of AGCD.</p> <p>In the event that the TR will be equal to the NPC Rate Cap, the HRB will be based on the highest MAG<sub>REPP</sub>.</p>
18.2	<p>Partial bid is not allowed. The diesel power plants are grouped into clusters which shall not be divided into sub-clusters for the purpose of bidding, evaluation, and contract award.</p>
18.3	<p>The NFCC will be computed based on the 2-year construction cost or the total capital investment for the renewable energy facility, instead of the ABC of the Project. The NFCC must be sufficient for the total construction cost for the cluster participated in by the prospective Bidder</p>

18.4	The project will be awarded per cluster specifying the components per plant.
18.5	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 GPPB Resolution No. 01-2024, which must be sufficient for the Two (2) Year construction cost of the RE facility for all the cluster/s 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 RE facility construction cost for the cluster/s participated in by the prospective Bidder.
20.2	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 HRB, 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 such as RE Service Contract, Certificate of Compliance (COC), and other Government Permits.
21.1	The RE Power Purchase Agreement (REPPA) is the equivalent of the contract agreement as prescribed by the IRR of RA 9184 under Section 37.2.

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## SECTION IV – GENERAL CONDITIONS

### 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.

### 3. Performance Security

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 forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### 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 VII (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**

5.1.1 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.

5.1.2 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 THE CONTRACT**

<b>GCC Clause</b>	
1	<p><b>Delivery and Documents –</b></p> <p>Delivery of Services shall be made by the Renewable Energy Power Provider (REPP) in accordance with the terms specified in Section VI – Schedule of Requirements and SECTION VII - Technical Specifications. The details of documents to be furnished by the REPP are as follows:</p> <ul style="list-style-type: none"> <li>(i) Copy of system design plans, drawings and schematic diagrams for NPC's reference;</li> <li>(ii) Summary of the REPP's installed RE facility equipment, parts and appurtenances;</li> <li>(iii) Copy of REPP's factory test/ inspection report particularly for the metering facility;</li> <li>(iv) Copy of the certification from ERC of the energy meter and calibration record;</li> <li>(v) Copy of Testing, Commissioning, and Final Inspection Report; and</li> <li>(vi) Documents specified in the Technical Specifications, if any.</li> </ul> <p>For purposes of this Clause the Procuring Entity's Representative during the Construction stage are as follows: 1) Technical Staff from the Office of the President and Chief Executive Officer (OPCEO), 2) The Functional Group Head of the Power Engineering Services. The Functional Group Head of SPUG will be the representative of NPC during the Operation stage.</p> <p><b>Incidental Services –</b></p> <p>The REPP is required to provide other services as necessary in addition to those specified in Section VI – Schedule of Requirements.</p> <p><b>Spare Parts –</b></p> <p>Availability of spare parts of the RE Facility shall be the responsibility of the REPP.</p> <p>The REPP shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Services for the contract period specified in the Technical Specifications.</p> <p>Spare parts or components shall be supplied as promptly as possible.</p> <p><b>Contract Period –</b></p> <p>The Contract Period for the Supply and Delivery of Renewable Energy for the Hybridization of Diesel Power Plants under Schedule 1 (Cluster 1A - Batanes) is Twenty-Two (22) Years covering the two (2) years pre-construction and</p>

	construction and twenty (20) years plant operation or upon exhaustion of contract amount whichever is earlier, reckoned from the first day of its commercial operation.					
2.1	<b>Not Applicable</b>					
2.2	Delivery of energy under the contract will be paid monthly based on billing submitted by the supplier. The monthly energy shortfall with corresponding penalty will be reconciled annually.					
3	<p>1. To secure the <b>REPP's</b> obligation and commitment to design, develop, construct, and operate the RE facility under the REPPA, the REPP must post a Development and Construction Performance Security which shall be based on Total Cost of RE Facility, and Operation Performance Security based on Item 3 below.</p> <p>2. The following must be indicated in the performance security to be posted by the Supplier:</p> <ul style="list-style-type: none"> <li>i. Company Name</li> <li>ii. Correct amount of the Bond</li> <li>iii. Contract/Purchase Order Reference Number</li> <li>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. &amp; Schedule/Purchase Order No.)</u> entered into by the parties."</li> </ul> <p>3. To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Terms of Reference, it shall post a performance security prior to the signing of the contract.</p> <p>The Operation Performance Security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule.</p> <table border="1"> <thead> <tr> <th>Form of Operation Performance Security</th><th>Amount of Operation Performance Security (Not less than the required percentage of the Total Contract Price)</th></tr> </thead> <tbody> <tr> <td>a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td><td rowspan="2">Five percent (5%)</td></tr> <tr> <td>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td></tr> </tbody> </table>	Form of Operation Performance Security	Amount of Operation Performance Security (Not less than the required percentage of the Total Contract Price)	a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)	b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
Form of Operation Performance Security	Amount of Operation Performance Security (Not less than the required percentage of the Total Contract Price)					
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)					
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.						



	<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>
	<p>4. In case of surety bond, any extension of the contract duration or delivery period granted to the SUPPLIER 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 SUPPLIER 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>5. Other required conditions in addition to the standard policy terms issued by the Bonding Company:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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.</li> </ul> <p>6. The Development and Construction Performance Security shall be valid until the committed Commercial Operation Start Date (COSD) indicated in the REPPA while the Operation Performance Security shall be for a 20-year contract period and renewed annually until the end of the contract period.</p>	
4	<p>NPC to participate on the following:</p> <ul style="list-style-type: none"> <li>1. Conduct of Test and Commissioning of the necessary Communication and Interface Systems for Synchronization and Protection of the RE facility to be interconnected with NPC's diesel power plant to verify compliance with the different construction codes and standard.</li> <li>2. Inspection and test for the metering facility.</li> </ul>	
5	Not Applicable	
6	In the event of inexcusable delay (causes within the control of the Proponent), in the committed Commercial Operation Start Date (COSD) of the RE facility,	

	<p>Liquidated Damage shall be imposed in accordance with RA 9184 as shown in the following formula:</p> $LD = 1/10 \{0.01 [(Offered \text{ Annual Generation in kWh}/365) (Bid \text{ Price Offer in Php/kWh}) (No. of days delayed)]\}$ <p>During the cooperation period, in the event that <b>the REPP will not be</b> able to meet the offered <b>Minimum Annual Generation</b> as determined under Section 4.7, a Penalty Charge shall be imposed to the <b>REPP</b> to cover any shortfall, except those caused by Forced Majeure. The Penalty Charges shall be computed monthly and reconciled at the end of the year as shown in the formula below:</p> $P = M_{(Jan)} + M_{(Feb)} + M_{(Mar)} + . . . + M_{(Dec)}$ <p>Where: <b>P</b> = Yearly Penalty to be imposed to REPP due to shortfall on Generated Electricity</p> $M = \text{Computed Monthly Penalty} = [(M_c - M_a) \times FR \times D] - [(M_c - M_a) \times WBTR]$ <p><b>M<sub>c</sub></b> = Committed Energy (kwh) for the Month</p> <p><b>M<sub>a</sub></b> = Actual Generated Energy (kwh) for the Month</p> <p><b>FR</b> = Fuel Rate at 0.30 Liters/kwh</p> <p><b>D</b> = Peso per Liter Cost of Diesel for the Month</p> <p><b>WBTR</b> = Winning Bidder's Tariff Rate</p> <p>The Annual Reconciliation covering January to December Monthly Billing of the previous year, shall take place on the 1<sup>st</sup> Week of January of the succeeding year. The Penalty Charge for shortfall, if there are any, shall be deducted from the claim of the REPP on the same month or may still be deducted in the succeeding months until the total Penalty Charge is paid.</p> <p>Penalty computation on the 20<sup>th</sup> year shall be computed monthly and corresponding penalty charge for the month, if there are any, shall be deducted on the billing of the succeeding month.</p> <p>Note: Penalties shall be imposed to recover the cost incurred by NPC in lieu of the shortfall.</p> <p>Shortfall due to insufficiency or absence of RE sources like solar, water, wind, etc., is not force majeure and shall be subject to the imposition of Penalty Charges.</p>
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	Force Majeure is an extraordinary event which cannot be foreseen or which though foreseen, cannot be avoided. The event must render it impossible for a Party to fulfill its obligation in a normal manner despite the exercise of due care. Force Majeure shall only be limited to a storm, typhoon, lightning, flood, drought, earthquake, tsunami, fire, war, rebellion, insurrection, riot, naval or other blockade, labor disturbance, civil unrest, and other analogous circumstances natural or man-made. For the avoidance of doubt, force majeure does not include absence or limited RE resources like sunlight, wind, water, etc. that limits energy production.
	Note: Please refer to <b>APPENDIX E</b> regarding the complete Renewable Power Purchased Agreement (REPPA).

## SECTION VI – SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1.	Financing, Pre-Construction, and Construction of RE Facility	per plant site	3	Maximum of two (2) years from Notice to Proceed
2.	Operation and Maintenance of RE Facility	per plant site	3	Twenty (20) years from Commercial Operation Start Date
3.	Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in start-up, operation, maintenance, and/or repair of the RE Facility.	per plant site	3	Prior to Commercial Operation of the RE Facility



**SECTION VII – PART I: TECHNICAL SPECIFICATIONS**

<b><u>CLAUSE NO.</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE NO.</u></b>
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<b>TS 2.0</b>	<b>PROJECT LOCATION .....</b>	<b>1</b>
<b>TS 3.0</b>	<b>CONNECTION POINT .....</b>	<b>1</b>
<b>TS 4.0</b>	<b>PROJECT DEVELOPMENT DURATION.....</b>	<b>1</b>
<b>TS 5.0</b>	<b>CONTRACT PERIOD.....</b>	<b>1</b>
<b>TS 6.0</b>	<b>SCOPE OF WORKS .....</b>	<b>2</b>
<b>TS 7.0</b>	<b>PROCURING ENTITY'S (NPC) PARTICIPATION .....</b>	<b>5</b>
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## SECTION VII - PART I: TECHNICAL SPECIFICATIONS

### TS 1.0 PROJECT DESCRIPTION

This specification covers the general technical and associated requirements for the Supply and Delivery of Renewable Energy for the Hybridization of Diesel Power Plants under Schedule 1 (Cluster 1A - Batanes).

The Generating Facility shall utilize any of the following Renewable Energy Resources:

- a. Biofuel
- b. Biomass
- c. Geothermal
- d. Solar + BESS
- e. Water (Hydro or Tidal + BESS)
- f. Wind + BESS
- g. Hybrid

The Generating Capacity of the Renewable Energy facility shall be determined by the REPP based on the Load Curve/Demand profiles of the Batanes Area.

### TS 2.0 PROJECT LOCATION

The Supply and Delivery of Renewable Energy for the Hybridization of Diesel Power Plants under Schedule 1 (Cluster 1A - Batanes) can be referred to Appendix B: Cluster Location Map.

### TS 3.0 CONNECTION POINT

Connection point shall be at the NPC assigned delivery/ tapping/ metering point where the Billing Meter will be installed. Interconnection assets shall be included in the scope of work to be provided by the REPP.

### TS4.0 PROJECT DEVELOPMENT DURATION

Delivery Period/ Commercial Operation shall be twenty-four (24) months or earlier reckoned from the receipt of the Notice to Proceed by the winning bidder.

### TS 5.0 CONTRACT PERIOD

The Contract Period for the Supply and Delivery of Renewable Energy for the Hybridization of Diesel Power Plants under **Schedule 1 (Cluster 1A - Batanes)** is Twenty-Two (22) Years covering the two (2) years pre-construction and construction and twenty (20) years plant operation or

upon exhaustion of contract amount whichever is earlier, reckoned from the first day of its commercial operation.

## **TS 6.0 SCOPE OF WORKS**

### **TS 6.1 GENERAL**

The scope of works shall cover the Supply and Delivery of Renewable Energy for the Hybridization of Diesel Power Plants under Schedule 1 (Cluster 1A –Batanes).

The Supplier's scope of works under this Contract shall generally consist of provisions stipulated hereunder.

### **TS 6.2 PRE-CONSTRUCTION ACTIVITIES**

- a. Project financing, site investigation, selection and survey, acquisition of Site/Right of Way, and securing of possessory rights for the land (lease maybe an option);
- b. Securing all necessary permits and licenses including but not limited to Environmental Compliance Certificate (ECC)/Certificate of Non-Coverage (CNC), Permit to Operate (PTO) Wastewater Discharge Permit (WDP), Hazardous Waste Generator Registration Certificate (HWGR Cert./HW ID), Chemical Control Order for PCB Registration (CCO-PCB Reg.), from Department of Environmental and Natural Resources – Environmental Management Bureau (DENR – EMB), Water Permit from National Water Resources Board (NWRB), Renewable Energy Service Contract (RESC) from Department of Energy (DOE), Certificate of Endorsement (COE) from DOE, Certificate of Compliance (COC) from Energy Regulatory Board (ERC), and other permits/ not specifically mentioned herein but necessary for the construction and operation of the facility;
- c. Design of the whole system including the Renewable Energy Facility, Battery Energy Storage System (BESS), 13.8 kV Tie Line and all necessary communication and Energy Management or Interface Systems for Synchronization and Protection of existing NPC assets to meet the demand during the operation of the RE facility in the island grids including the charging of the BESS, as necessary, in coordination with the Distribution Utilities/ Electric Cooperatives and NPC SPUG. Option of installing solar facilities at the rooftops of buildings shall also be explored/considered in the study/design.

### **TS 6.3 CONSTRUCTION OF RE GENERATING FACILITY**

- a. Supply, delivery, construction, installation, test and commissioning of the Renewable Energy Facility including all the interconnecting

assets and necessary appurtenances for the safe and proper operation and maintenance of the said facility;

- b. Supply, delivery, installation, test and commissioning of BESS (solar, wind, tidal) to allow the diesel generator sets to ramp up and synchronize during the switch of operation from the renewable energy facility to the diesel generator sets and vice versa.
- c. Compliance with different construction codes and standards to ensure system safety and protection of NPC's diesel power plant where the RE facility will be interconnected;
- d. Supply, delivery, installation, test and commissioning of metering facilities. The Kilowatt-hour Meter must be certified and approved by ERC and be guided by the provided specifications particularly for 13.8kV three phase kilowatt-hour meter including instrument transformer and accessories for the metering facility:

ITEM	DESCRIPTION	SPECIFICATION
1	Number of Wires	4
2	Voltage, V	120-480
3	Accuracy class	0.2s
4	Frequency, Hz	60
5	Register Type	LCD
6	Soft Switches	Available
7	LCD Display	Programmable
8	Communication Port for Kilowatt-hour meter	To be Provided
9	Meter Test Block	
	a. No. of Poles	10 (4 Voltage & 6 Current Terminals)
	b. Rated Voltage, V	600
	c. Equipment Standard	ANSI C12.9
	d. Test Block Cover	Required
11	Metering Current Transformer	
	a. Application (Indoor/Outdoor)	Outdoor
	b. Insulation type	Full cast epoxy resin
	c. Primary rated current, A	20
	d. Secondary rated current for all windings, A	5
	e. No. of cores	One (1) core Secondary CT
	f. CT ratio	20:5
	g. Burden	45



ITEM	DESCRIPTION	SPECIFICATION
	h. BIL, kV	110
12	Metering Voltage Transformer	
	a. Application (Indoor/Outdoor)	Outdoor
	b. Highest continuous operating voltage, kV	15
	c. Nominal voltage, kV	8.4
	d. Rated secondary voltage, V	120
	e. Insulation type	Full cast epoxy resin
	f. PT ratio	70:1
	g. Burden	75
	h. BIL, kV	110
13	Meter Housing/ Enclosure	
	a. Material	Stainless Steel
	b. Dimension (LxWxH)	16" x 12" x 22" (Front Height) & 24" (Rear Height)
	c. Display/Viewing Window	Required

The 13.8kV Three Phase Kilowatt-Hour Meter shall have but not limited to the following features:

1. Pilferage proof
2. Tamper Proof
3. Wrong Wiring Alarm
4. Can withstand the temperature of -20°C to +70°C and Humidity of up to 95% non-condensing
5. With back light display
6. With built-in battery for LCD display and back-up battery
7. TOU Programmable Ready
8. Measure display (Delivered and Received Energy, RMS voltage & current per phase, Reactive & Apparent Power, Power factor, Frequency and etc.)

The 13.8kV three phase kilowatt-hour meter and its required metering instruments shall be pole mounted with stainless steel bracket, bolts, etc.

#### **TS 6.4 OPERATION AND MAINTENANCE OF THE RE GENERATING FACILITY**

This will involve the capability of the RE facility with BESS for stand-alone operation during its availability period and synchronization with NPC's diesel power plant during transition from RE source to Diesel Power and vice versa, and maintenance activities. Parallel operation for

both REPP's RE Facility and NPC's diesel power plant shall be implemented whenever necessary.

#### **TS 7.0      PROCURING ENTITY'S (NPC) PARTICIPATION**

During the Contract Period, NPC shall monitor the operations of the Renewable Energy Facility. NPC shall have the authority to restrict the dispatch of power or disconnect the REPP Facility in the event that the REPP exceeds the demand or oversupply of energy from its existing generating assets.

During the development period, NPC shall:

- Monitor the project;
- Allow REPP's access to NPC SPUG Plant/s;
- Provide assistance through best efforts in TS 6.2 (a) and (b) like provision of required data/ information, assistance during site selection/ investigation, and in securing permits/ licenses; and
- Witness the conduct of Testing and Commissioning, Final Inspection of the RE facility, and attest to its successful commissioning.

#### **TS 8.0      PAYMENT**

Payment shall be based on the monthly billing for the delivered renewable energy (kWh) at the Delivery Point and based on the Bid Price Offer (Php per kWh) in Section VIII – Bidding Forms, Schedule of Prices of the Terms of Reference.

**SECTION VII – PART II: TECHNICAL DATA SHEET**

<b>Contract Area / Cluster No.: BATANES - 1A</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>NPC REQUIREMENTS</b>	<b>SUPPLIER'S DATA</b>
<b>Plant: BASCO DPP</b>			
1.0	RE Type	By Supplier	
2.0	Capacity* (kW in AC)	By Supplier	
3.0	BESS (kWh), as applicable	At least 25% of Item 2.0	
4.0	Availability, (PCF or Annual Daily Average in Hours)	16% or 3.8 Hours (minimum)	
5.0	Minimum Annual Generation (MAG <sub>PLANT1</sub> )	2,383,516 kWh (minimum)	
6.0	Commercial Operation Start Date (COSD)	2 years or earlier	
<b>Plant: ITBAYAT DPP</b>			
1.0	RE Type	By Supplier	
2.0	Capacity* (kW in AC)	By Supplier	
3.0	BESS (kWh), as applicable	At least 25% of Item 2.0	
4.0	Availability, (PCF or Annual Daily Average in Hours)	16% or 3.8 Hours (minimum)	
5.0	Minimum Annual Generation (MAG <sub>PLANT2</sub> )	260,020 kWh (minimum)	
6.0	Commercial Operation Start Date (COSD)	2 years or earlier	
<b>Plant: SABTANG DPP</b>			
1.0	RE Type	By Supplier	
2.0	Capacity* (kW in AC)	By Supplier	
3.0	BESS (kWh), as applicable	At least 25% of Item 2.0	
4.0	Availability, (PCF or Annual Daily Average in Hours)	16% or 3.8 Hours (minimum)	
5.0	Minimum Annual Generation (MAG <sub>PLANT3</sub> )	233,180 kWh (minimum)	
6.0	Commercial Operation Start Date (COSD)	2 years or earlier	
<b>Total Minimum Annual Generation for the Cluster (MAG<sub>REPP</sub>)</b>		<b>2,876,716 kWh (min)</b>	

- Notes: 1. \* Shall be determined based on the given load curve data in Annex C.
2. Any offer not meeting the NPC minimum requirements shall be grounds for disqualification.
3. The BESS with at least 25% of the committed capacity will be used to support the shifting operation from RE to diesel and vice versa. However, REPP may opt to install higher capacity if it intends to offer a longer availability period.

Name of Firm

Name &amp; Signature of Representative

Designation

4. Offered  $MAG_{PLANT}$  lower than the minimum annual generation requirement of NPC **OR** higher than the product of REPP's committed Capacity and Availability multiplied by 365 days will be grounds for disqualification.
5.  $MAG_{REPP} = MAG_{PLANT1} + MAG_{PLANT2} + MAG_{PLANT3}$

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Name of Firm

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Name & Signature of Representative

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Designation

## SECTION VIII – BIDDING FORMS

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NPCSF-GOODS-03	- The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid
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Sample Form	- Bank Guarantee Form for Advance Payment
Sample Form	- Certification from DTI as Domestic Bidder



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

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

**Notes:**

- 1) Submission of proof of application will be allowed subject to submission and verification of PhilGEPs Certificate of Registration and Membership during post-qualification; or
  - 2) 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 (CPI), must be at least 50% of the ABC (NPCSF-GOODS-03) complete with documentary requirements as described below:

SLCC (ANY OF THE FOLLOWING)	DOCUMENTARY REQUIREMENTS
1. Completed PSA/ PPA with contract amount of at least 50% of the ABC	1. Certified true copy of notarized PSA/ PPA; and 2. Certificate of Satisfactory Performance signed by the Contracting Party
2. Completed Construction of Any Power Plant (with ongoing PSA/ PPA) with contract amount of at least 50% of the ABC	1. Certified true copy of notarized Power Plant Construction Contract with Certificate of Compliance (COC)/Certificate of Acceptance/ Satisfactory Completion; and 2. Certified true copy of ongoing PSA/ PPA, with Certificate of Satisfactory Performance signed by the Contracting Party
3. Combination of two (2) similar contracts with an aggregate contract amount of at least 50% of the ABC.  3.1 One (1) completed PSA/ PPA or Construction of Any Power Plant Contract (with ongoing PSA) with amount of at least 25% of the ABC;	For PSA/ PPA: 1. Certified true copy of notarized PSA/ PPA; and 2. Certificate of Satisfactory Performance signed by the Contracting Party  For Power Plant: 1. Certified true copy of notarized Power Plant Construction Contract with Certificate of Compliance (COC)/

and

<p>3.2 One (1) ongoing contract (PSA/ PPA of RE Facility only) with completed portion amounting to at least 25% of the ABC, provided that the RE facility is operationalized, and a certificate of satisfactory performance has been issued by the concerned PE</p>	<p>Certificate of Acceptance/ Satisfactory Completion; and</p> <p>2. Certified true copy of Ongoing PSA/ PPA, with Certificate of Satisfactory Performance signed by the Contracting Party</p> <p>1. Certified true copy of Ongoing PSA/ PPA, with Certificate of Satisfactory Performance signed by the Contracting Party for the RE Facility; and</p> <p>2. Certified true copy of Billing/ Official Receipt/s</p>
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*(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.*

- Duly signed computation of its Net Financial Contracting Capacity (NFCC) at least equal to 2-year construction cost or the total capital investment for the renewable energy facility (NPCSF-GOODS-04) or Committed Line of Credit (CLC) at least equal to ten percent (10%) of the total capital investment, 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. The JVA shall be submitted ten (10) days from receipt of the Notice of Award (NOA) per Section 37.1.4 of the IRR of RA9184.
- Certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product *(For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos)*

**2. Technical Documents**

- Bid Security, any one of the following:
  - Bid Securing Declaration (NPCSF-GOODS-06c)
  - OR**
  - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
  - OR**
  - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a)- 2% of ABC;

**OR**

- Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b)- 5% of ABC, with
  - Certification from the Insurance Commission as authorized company to issue surety
- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
  - For Sole Proprietorship:
    - Special Power of Attorney
  - For Partnership/Corporation/Cooperative/Joint Venture:
    - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Complete eligibility documents of the proposed subcontractor, if any
- Documents to be submitted with the Bid as specified in *Section VII: Technical Specifications, Part II- Technical Data Sheet*, that would indicate the Cluster of interest, the diesel power plants and corresponding capacity, RE Type, COSD, availability and metering compliance.

**B. THE 2<sup>ND</sup> 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 Prices (*Section VIII – Bidding Forms*) indicating the Cluster of interest, SAGR for the cluster, bid price/ tariff rate offer that is capped on the cluster's SAGR, Committed Total Annual Generation, Computed Annual Generation Cost, and Computed Cost of Energy for Twenty (20) Years, and Total RE Project Cost
- 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 Two (2) copies of the first and second components of its Bid, marked Original and photocopy. Only the original copy will be read and considered for the bid. Any misplaced document outside of the Original copy will not be considered. The photocopy is ONLY FOR REFERENCE. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.*
2. *In the case of foreign bidders, the eligibility requirements under Class "A" Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.*

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

3. *A Bidder not submitting bid for reason that his cost estimate is higher than the set SAGR and/or 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.*

*The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:*

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or*
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.*

*The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 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	%		
<u>Government</u>						
<u>Private</u>						
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/ PSA/ PPA
2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date.

Submitted by : \_\_\_\_\_

(Printed Name &amp; Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-03

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

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

SLCC (Option 1 or 2 or 3) : \_\_\_\_\_

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:

SLCC (Any of the following)	REQUIREMENTS
1. Completed PSA/ PPA with contract amount of at least 50% of the ABC	<ul style="list-style-type: none"> <li>• Certified true copy of notarized PSA/ PPA, and Certificate of Satisfactory Performance signed by the Contracting Party</li> </ul>
2. Completed Construction of Any Power Plant (with ongoing PSA/ PPA) with contract amount of at least 50% of the ABC	<ul style="list-style-type: none"> <li>• Certified true copy of notarized Power Plant Construction Contract with Certificate of Compliance (COC) / Certificate of Acceptance/ Satisfactory Completion; and</li> <li>• Certified true copy of ongoing PSA/ PPA, with Certificate of Satisfactory Performance signed by the Contracting Party</li> </ul>
3. Combination of two (2) similar contracts with an aggregate contract amount of at least 50% of the ABC as follows:	
3.1 One (1) completed PSA/ PPA or Construction of Any Power Plant Contract (with ongoing PSA) with amount of at least 25% of the ABC;  and	For PSA/ PPA: <ul style="list-style-type: none"> <li>• Certified true copy of notarized PSA/ PPA; and Certificate of Satisfactory Performance signed by the Contracting Party</li> </ul> For Power Plant: <ul style="list-style-type: none"> <li>• Certified true copy of notarized Power Plant Construction Contract with Certificate of Compliance (COC) / Certificate of Acceptance/ Satisfactory Completion; and</li> <li>• Certified true copy of Ongoing PSA/ PPA, with Certificate of Satisfactory Performance signed by the Contracting Party</li> </ul>
3.2 One (1) ongoing contract (PSA/ PPA of RE Facility only) with completed portion amounting to at least 25% of the ABC, provided that the RE facility is operationalized, and a certificate of satisfactory performance has been issued by the concerned PE	<ul style="list-style-type: none"> <li>• Certified true copy of Ongoing PSA/ PPA, with Certificate of Satisfactory Performance signed by the Contracting Party for the RE Facility; and</li> <li>• Certified true copy of Billing/ Official Receipt/s</li> </ul>

Submitted by : \_\_\_\_\_

(Printed Name &amp; 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 \_\_\_\_\_

Construction cost or total capital investment for the RE Facility project = P \_\_\_\_\_

*Notes:*

- 1) NFCC shall be compared with the two (2) year construction cost or total capital investment for the RE Facility project (Pre-Construction and Construction Cost).*
- 2) The details of the total construction cost shall be validated during post qualification.*

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.	<b>P</b>
2.	<b>P</b>

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

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

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

PRINCIPAL \_\_\_\_\_ SURETY \_\_\_\_\_

SIGNATURE(S) \_\_\_\_\_ SIGNATURES(S) \_\_\_\_\_

NAME(S) AND TITLE(S) \_\_\_\_\_ NAME(S) \_\_\_\_\_

SEAL \_\_\_\_\_ SEAL \_\_\_\_\_

Standard Form No: NPCSF-GOODS-06c

**REPUBLIC OF THE PHILIPPINES )**  
**CITY OF \_\_\_\_\_ ) S.S.**

**BID-SECURING DECLARATION**  
**SUPPLY AND DELIVERY OF RENEWABLE ENERGY FOR THE HYBRIDIZATION OF**  
**DIESEL POWER PLANTS UNDER SCHEDULE I (CLUSTER 1A - BATANES)**

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

I/We<sup>1</sup>, 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 understand that this Bid-Securing Declaration shall be enforced/applied in accordance with Section 5 of the Guidelines on the use of Bid-Securing Declaration (Appendix 10 of RA 9184 IRR).
3. 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 written demand by the procuring entity for the commission of acts resulting to the forfeiture of bid security under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
4. 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 Highest Rated 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

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

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

**[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]**

**[Insert signatory's legal capacity]**

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_

**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_

**Roll of Attorneys No.** \_\_\_\_\_

**PTR No.** \_\_\_\_, [date issued], [place issued]

**IBP No.** \_\_\_\_, [date issued], [place issued]

**Doc. No.** \_\_\_\_\_

**Page No.** \_\_\_\_\_

**Book No.** \_\_\_\_\_

**Series of** \_\_\_\_\_.

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 (LGUs), foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

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

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

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

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

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



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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Terms of Reference;
  - 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 Terms of Reference including Bid Bulletin Numbers *[insert numbers]*\_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY AND DELIVERY OF RENEWABLE ENERGY FOR THE HYBRIDIZATION OF DIESEL POWER PLANTS UNDER SCHEDULE I (CLUSTER 1A – BATANES)** in conformity with the said Terms of Reference for the tariff rate \_\_\_\_\_ and computed cost of energy to be delivered for twenty (20) years in the amount of Php\_\_\_\_\_.

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 Terms of Reference.

We agree to abide by this Bid for the Bid Validity Period specified in Terms of Reference 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 Terms of Reference.

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]*

## SECTION VIII – BIDDING FORMS

### SCHEDULE OF PRICES

#### SCHEDULE I: Cluster 1A – Batanes, ABC=Php900M, CY2025 SAGR = Php7.3900/kWh

DESCRIPTION	UNIT	OFFER (Up to 4 decimal places)	
		(IN WORDS)	(IN FIGURES)
A. TARIFF RATE	(Php/kWh)		
B. TOTAL MINIMUM ANNUAL GENERATION (MAG <sub>REPP</sub> ) (From Technical Data Sheet)	kWh		
C. COMPUTED ANNUAL GENERATION COST (CAGC) = A x B	Php		
D. COST OF ENERGY FOR TWENTY (20) YEARS = C X 20 Years	Php		
E. TOTAL RE PROJECT COST	Php		
<div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Firm </div> <div style="width: 40%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name &amp; Signature of Authorized Representative </div> <div style="width: 30%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Designation </div> </div>			

- Note:
1. The bid price offer in words shall prevail in case of discrepancy.
  2. Tariff Rate is capped at CY2025 SAGR as specified above and any offer exceeding the cap will be ground for disqualification.
  3. The CAGC is the basis in determining the Highest Rated Bid (HRB).
  4. The cost of energy for twenty (20) years exceeding the ABC will be grounds for disqualification.
  5. The Total RE Project Cost shall be used as reference for NFCC.

---

**Bank Guarantee Form for Advance Payment**

---

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

*[name of Contract]*

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

**CERTIFICATION AS A DOMESTIC BIDDER**

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

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

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

Given this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_, Philippines

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Department of Trade & Industry

**SECTION IX – APPENDICES**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
Appendix A	Cluster Details	IX-A-2
Appendix B	Cluster Location Map	IX-A-3
Appendix C	Load & Demand Curve	IX-A-4
Appendix D	Distribution System Single Line Diagram	IX-A-40
Appendix E	Renewable Energy Power Purchased Agreement (REPPA)	IX-A-44

## APPENDIX A

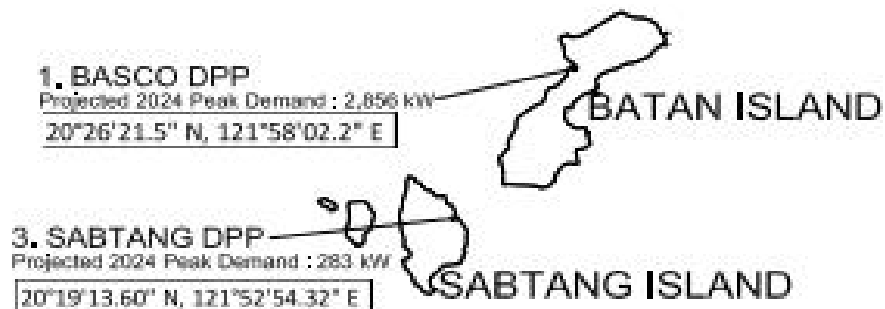
### CLUSTER DETAILS

SPUG POWER PLANTS	TOTAL CAPACITIES		GRID PEAK LOAD (MW) of 25 March 2023	Projected 2024 Peak Demand (MW)	ECs/DUs/NPC	SAGR CY 2024	TCGR Forecast CY 2024 (with RORB)	ABC
	RATED	DEP						
CLUSTER 1A (BATANES)	7.046	5.760		3.398		7.3900		45,000,000.00
BATANES	7.046	5.760		3.398				
1 BASCO DPP	5.100	3.900	1.8700	2.856	BATANELCO	7.3900	29.2812	
2 ITBAYAT DPP	0.760	0.740	0.1890	0.259	BATANELCO	7.3900	38.6503	
3 SABTANG DPP	1.186	1.120	0.1500	0.283	BATANELCO	7.3900	52.3739	

## **APPENDIX B**

### **CLUSTER LOCATION MAP**

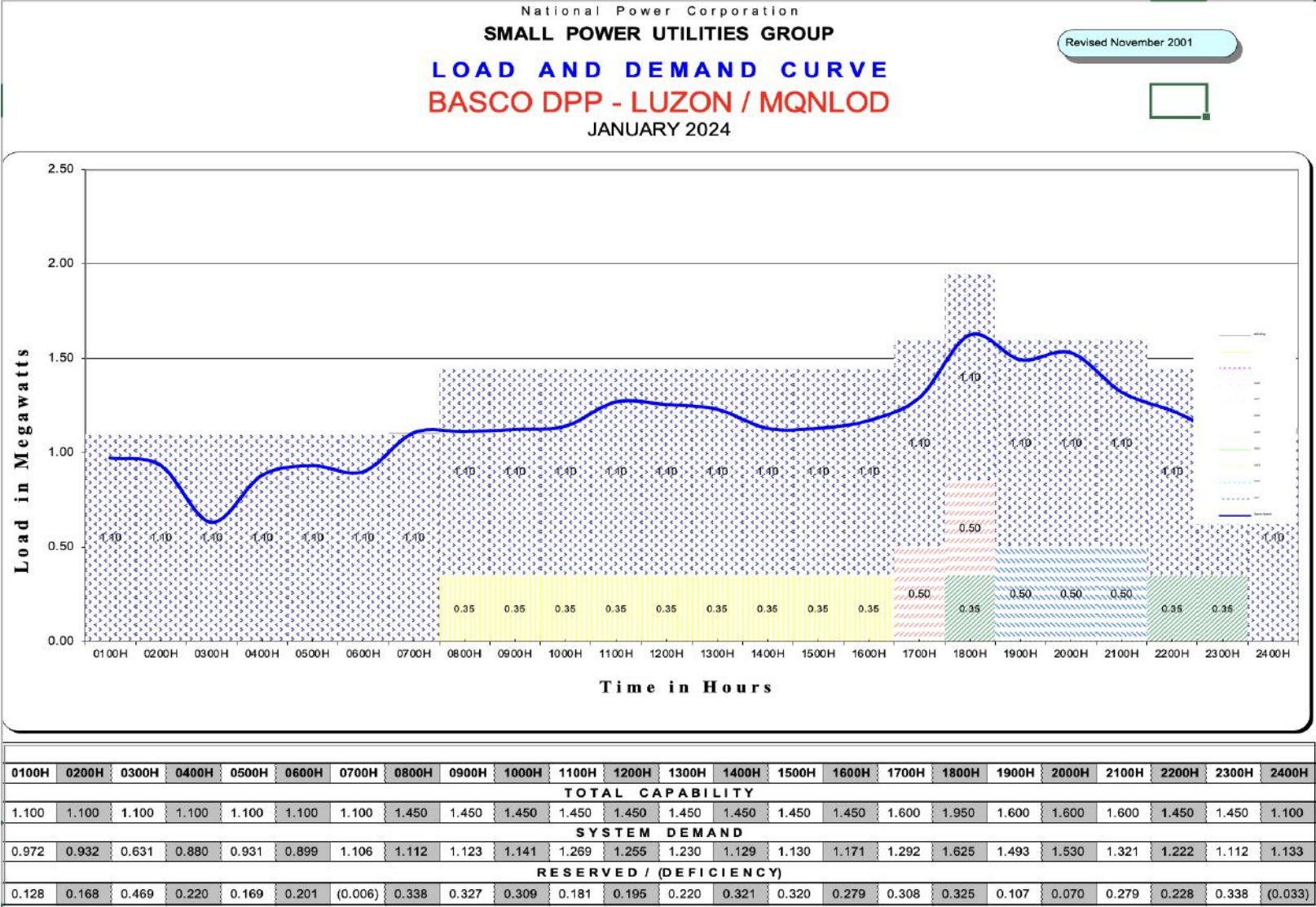


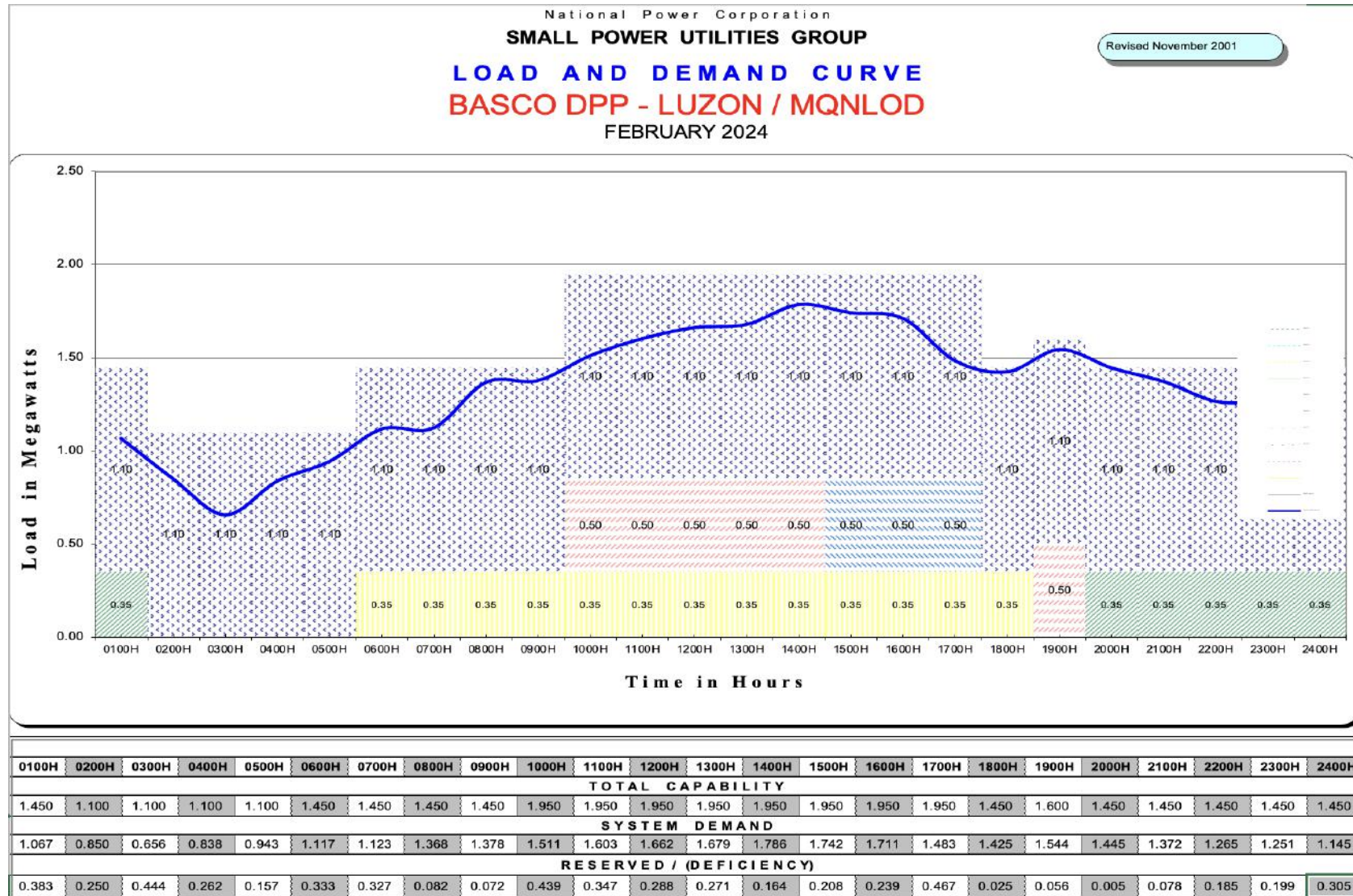
**SCHEDULE I****BATANES GROUP OF ISLANDS**

**CLUSTER 1A (BATANES)**  
**PROJECTED 2024 PEAK DEMAND=3,398 Kw**  
**SAGR: 7.3900**

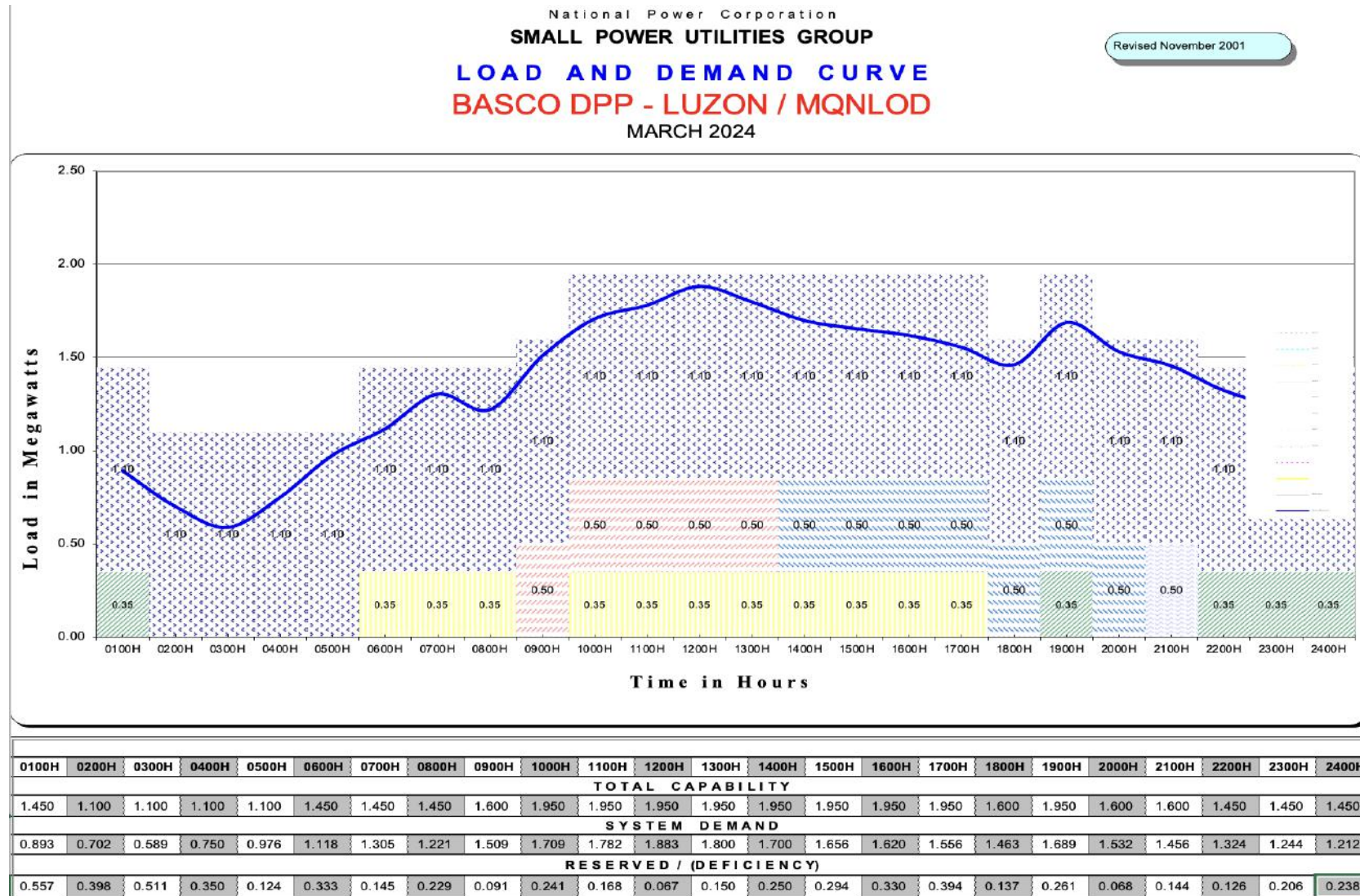
## **APPENDIX C**

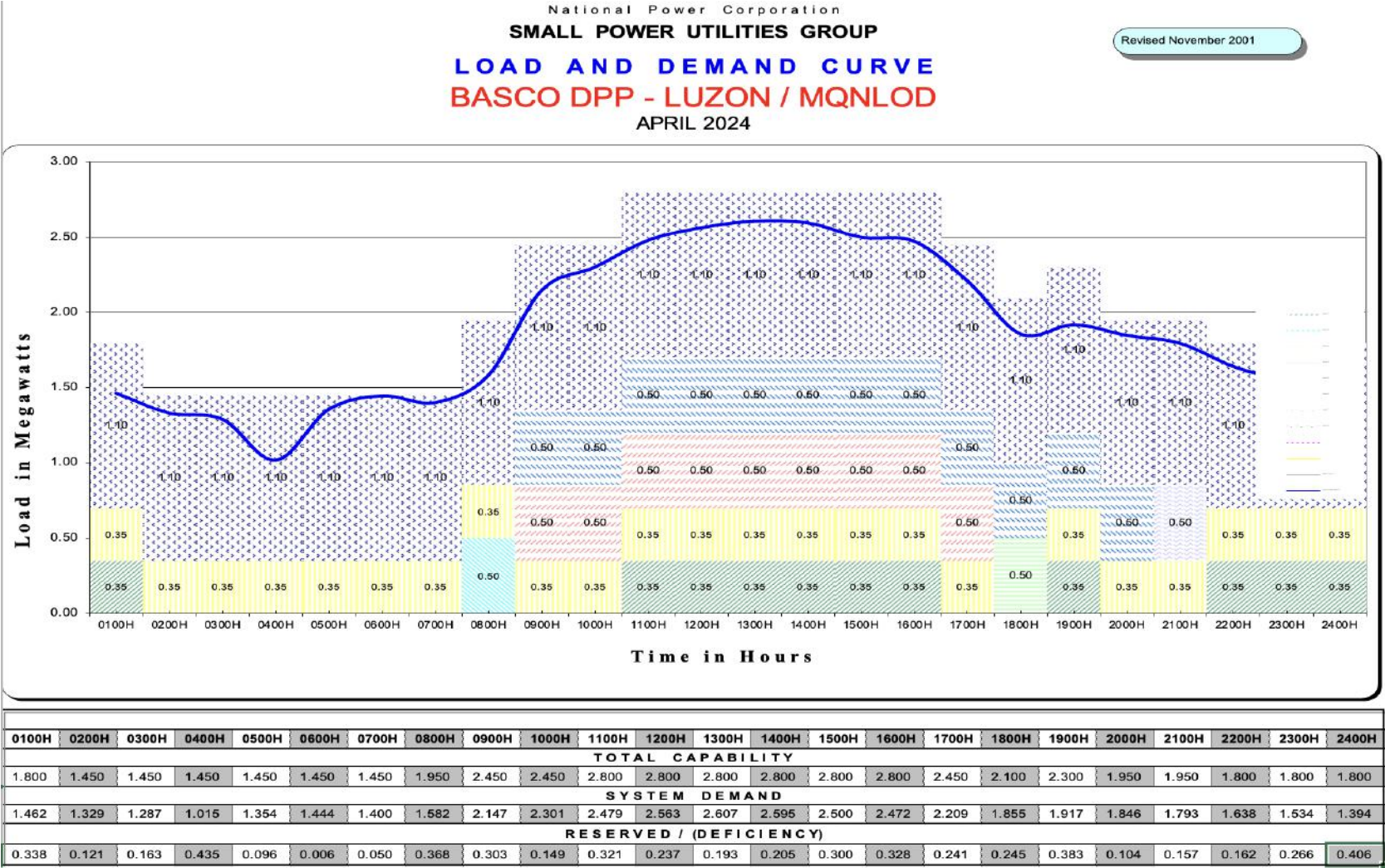
### **LOAD & DEMAND CURVE**



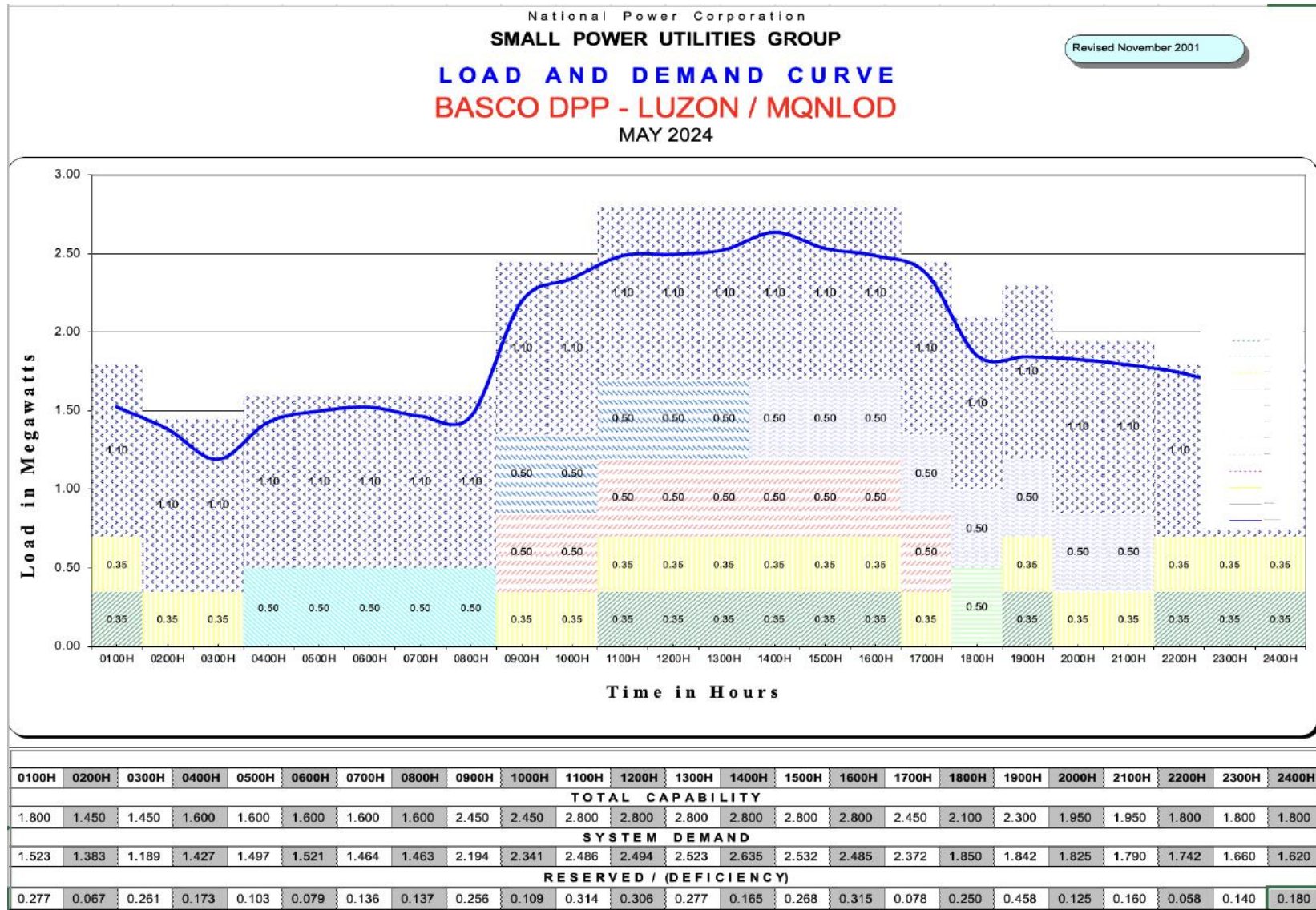






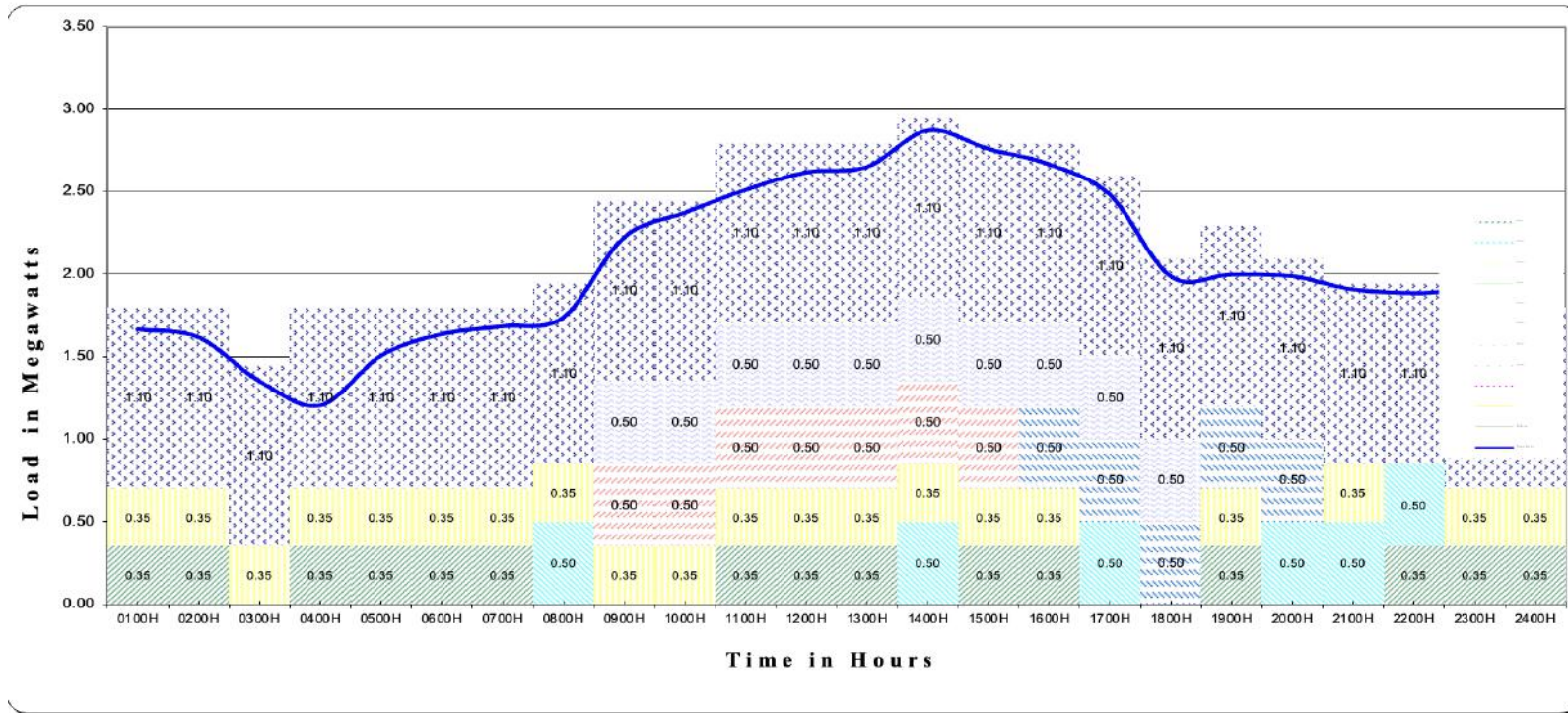






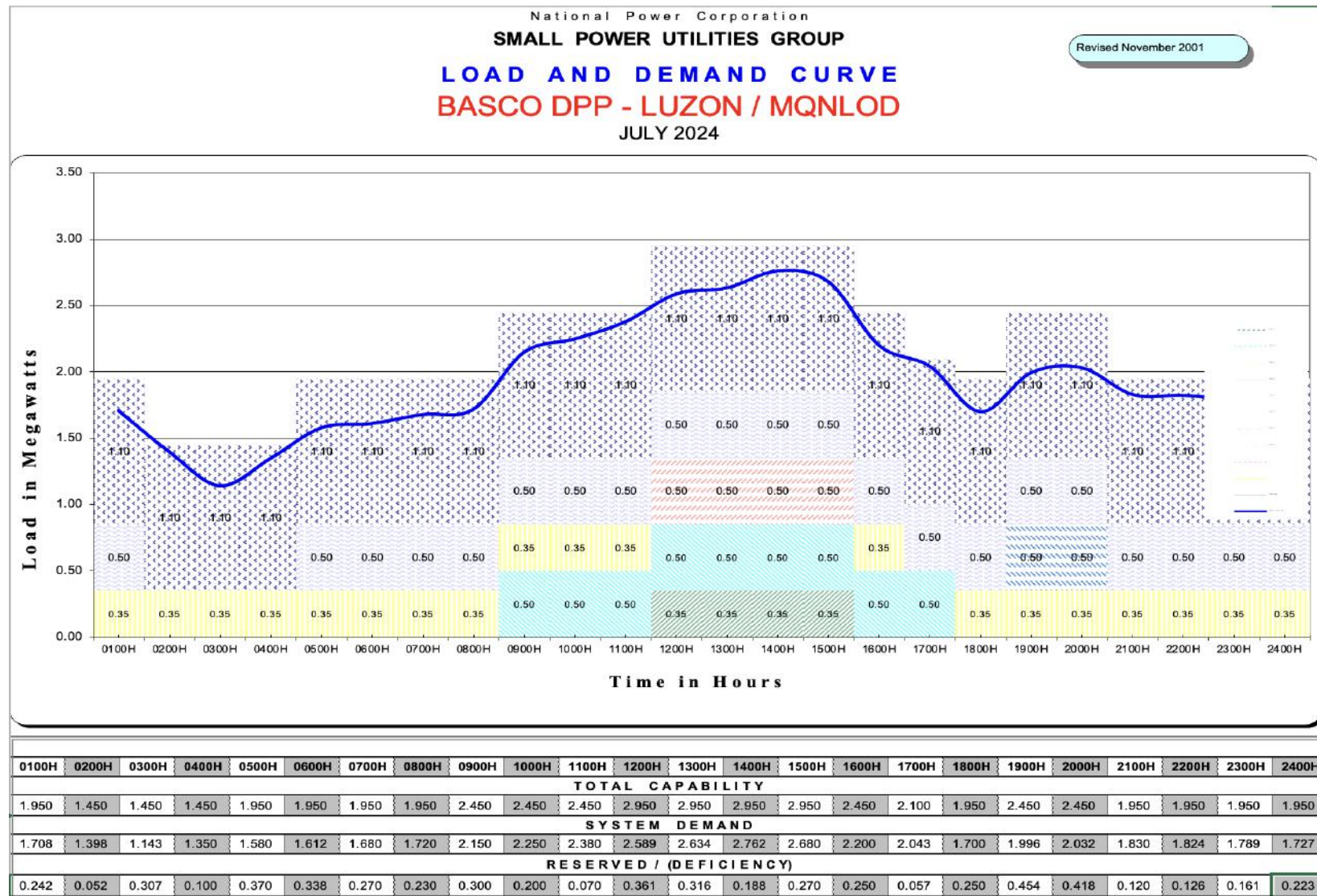
National Power Corporation  
**SMALL POWER UTILITIES GROUP**  
**LOAD AND DEMAND CURVE**  
**BASCO DPP - LUZON / MQNLOD**  
JUNE 2024

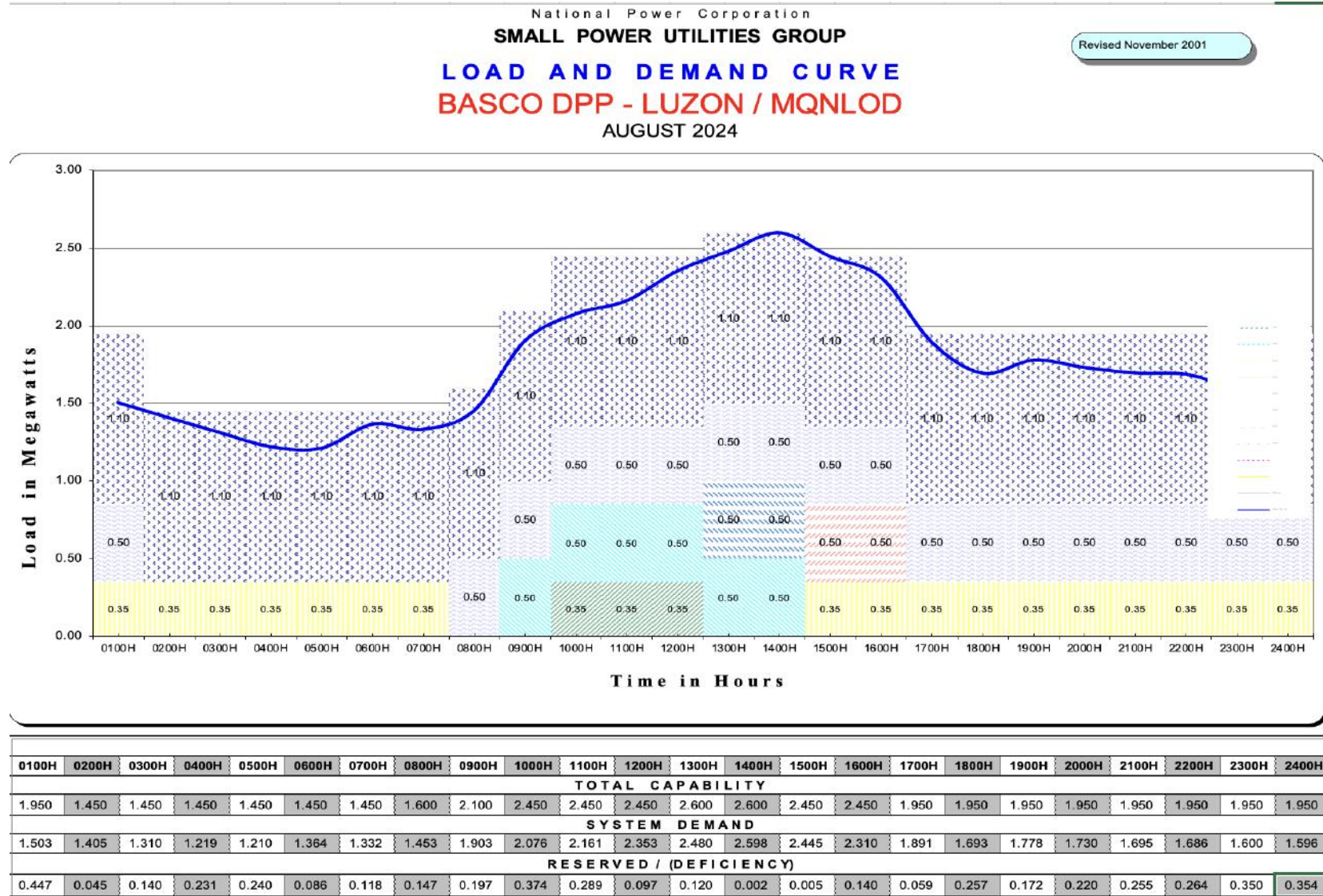
Revised November 2001



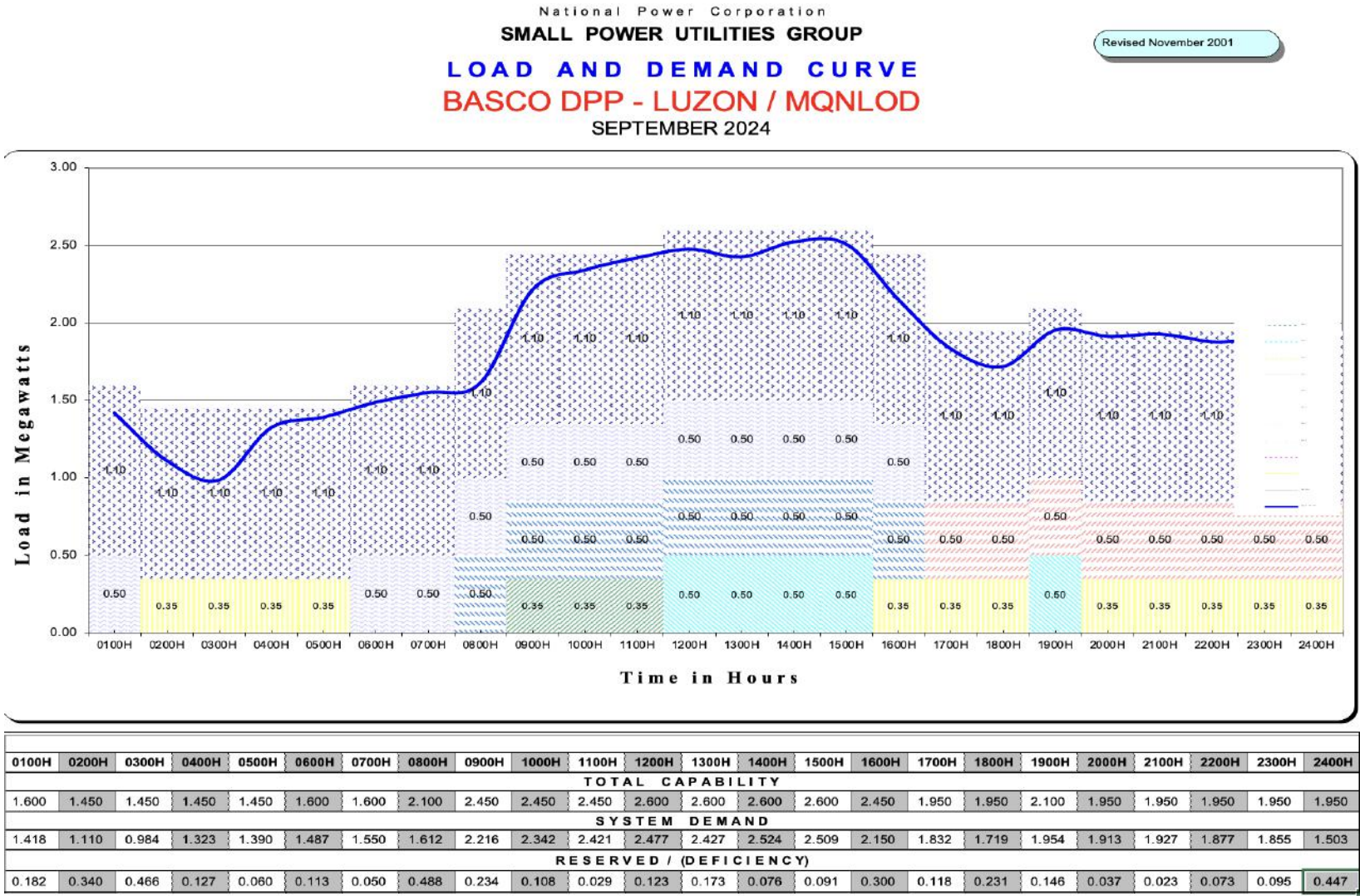
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TOTAL CAPABILITY																							
1.800	1.800	1.450	1.800	1.800	1.800	1.800	1.950	2.450	2.450	2.800	2.800	2.800	2.950	2.800	2.800	2.600	2.100	2.300	2.100	1.950	1.950	1.800	1.800
SYSTEM DEMAND																							
1.667	1.618	1.353	1.204	1.506	1.637	1.684	1.739	2.224	2.374	2.512	2.619	2.652	2.874	2.761	2.667	2.481	1.986	1.999	1.988	1.908	1.886	1.890	1.757
RESERVED / (DEFICIENCY)																							
0.133	0.182	0.097	0.596	0.294	0.163	0.116	0.211	0.226	0.076	0.288	0.181	0.148	0.076	0.039	0.133	0.119	0.114	0.301	0.112	0.042	0.064	(0.090)	0.043

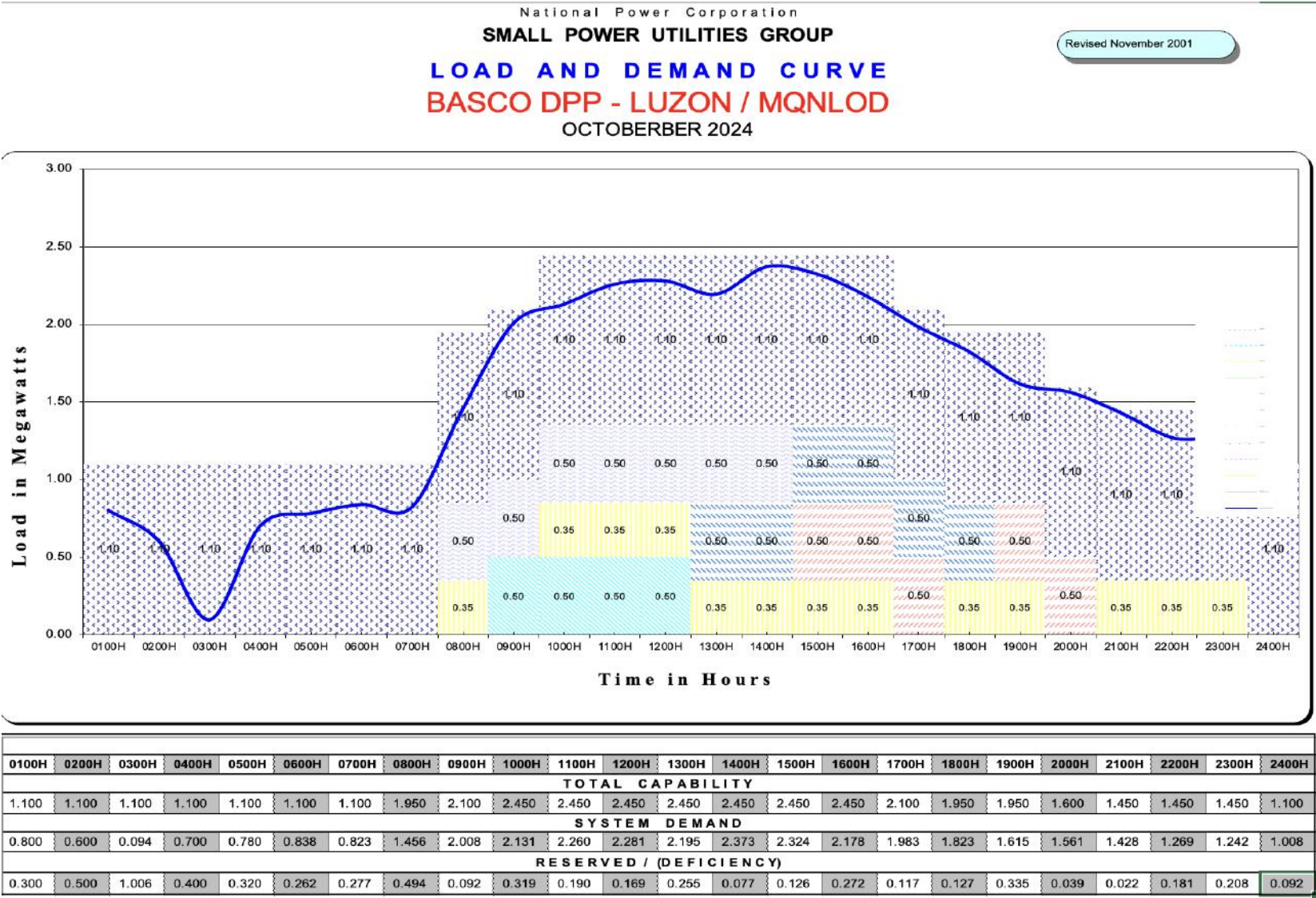








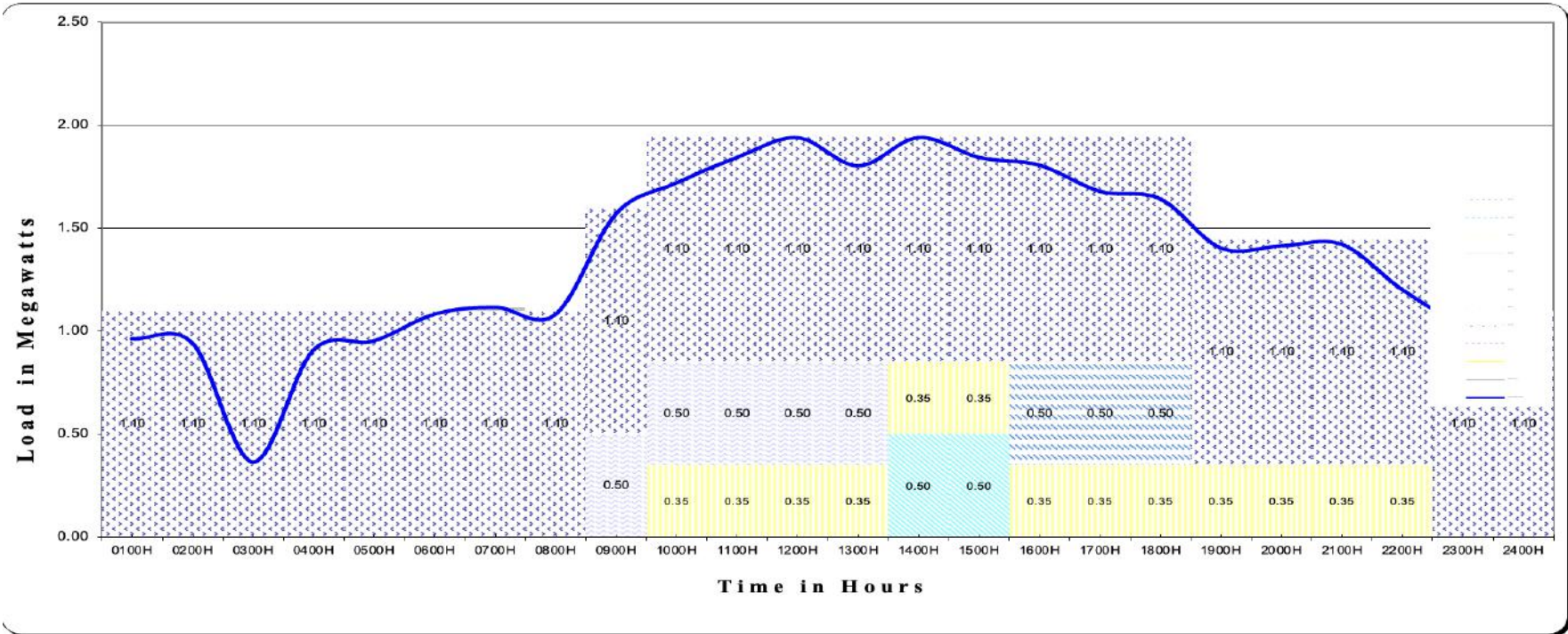




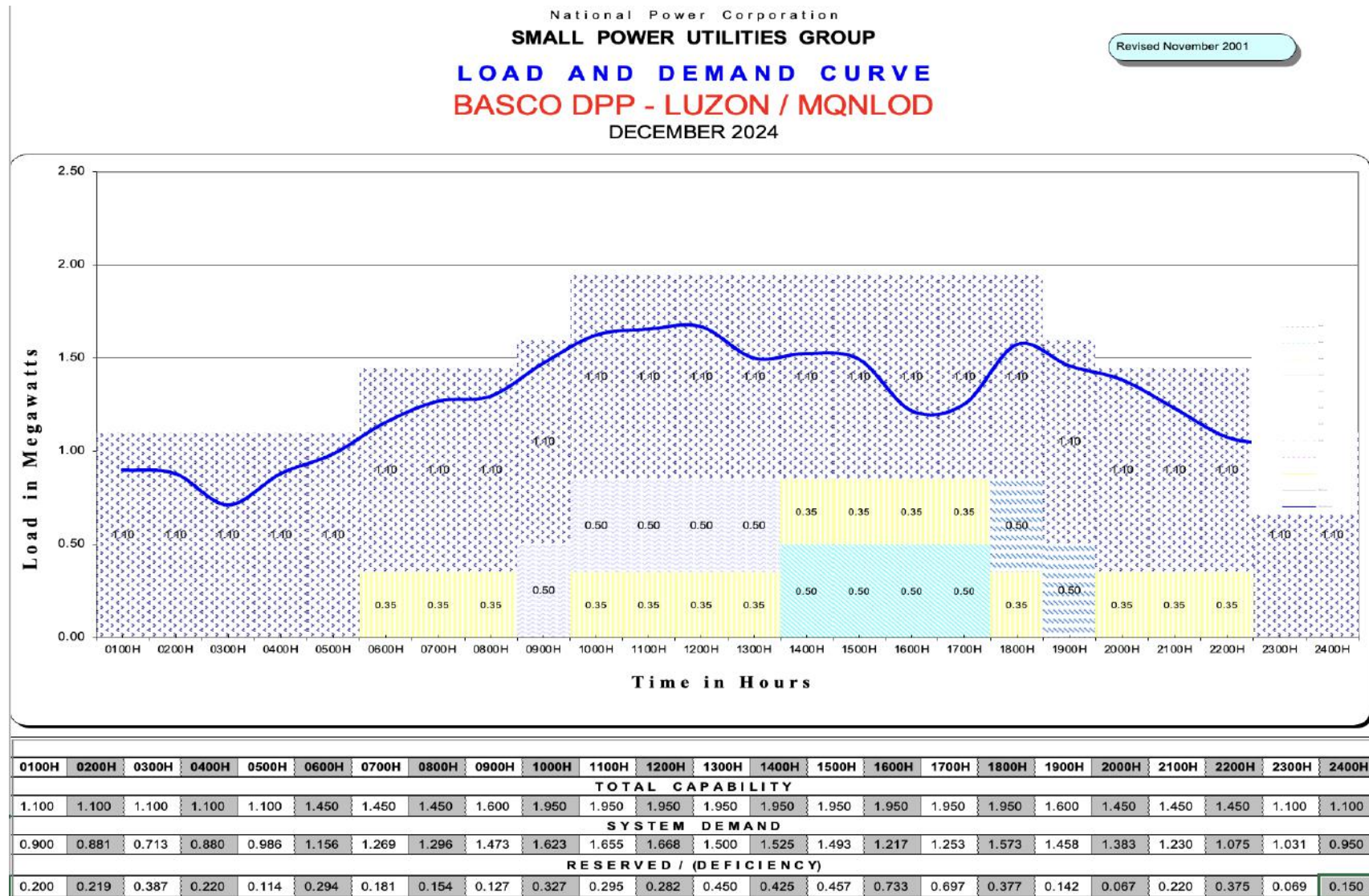


National Power Corporation  
SMALL POWER UTILITIES GROUP  
LOAD AND DEMAND CURVE  
BASCO DPP - LUZON / MQNLOD  
NOVEMBER 2024

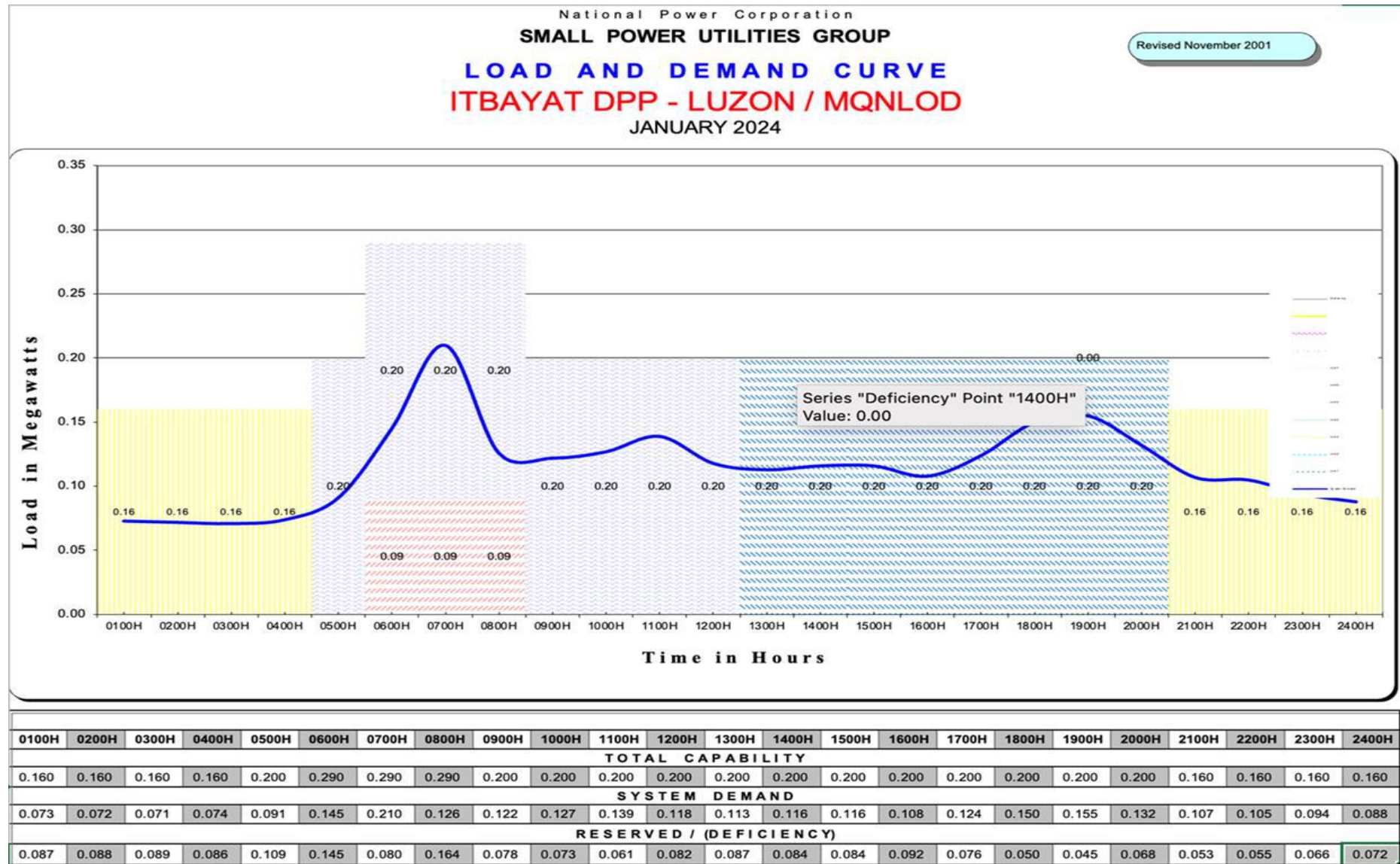
Revised November 2001



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TOTAL CAPABILITY																							
1.100	1.100	1.100	1.100	1.100	1.100	1.100	1.100	1.600	1.950	1.950	1.950	1.950	1.950	1.950	1.950	1.950	1.950	1.450	1.450	1.450	1.450	1.100	1.100
SYSTEM DEMAND																							
0.962	0.941	0.363	0.908	0.952	1.082	1.116	1.081	1.570	1.720	1.844	1.940	1.803	1.941	1.844	1.806	1.679	1.642	1.403	1.414	1.421	1.200	1.035	0.993
RESERVED / (DEFICIENCY)																							
0.138	0.159	0.737	0.192	0.148	0.018	(0.016)	0.019	0.030	0.230	0.106	0.010	0.147	0.009	0.106	0.144	0.271	0.308	0.047	0.036	0.029	0.250	0.065	0.107





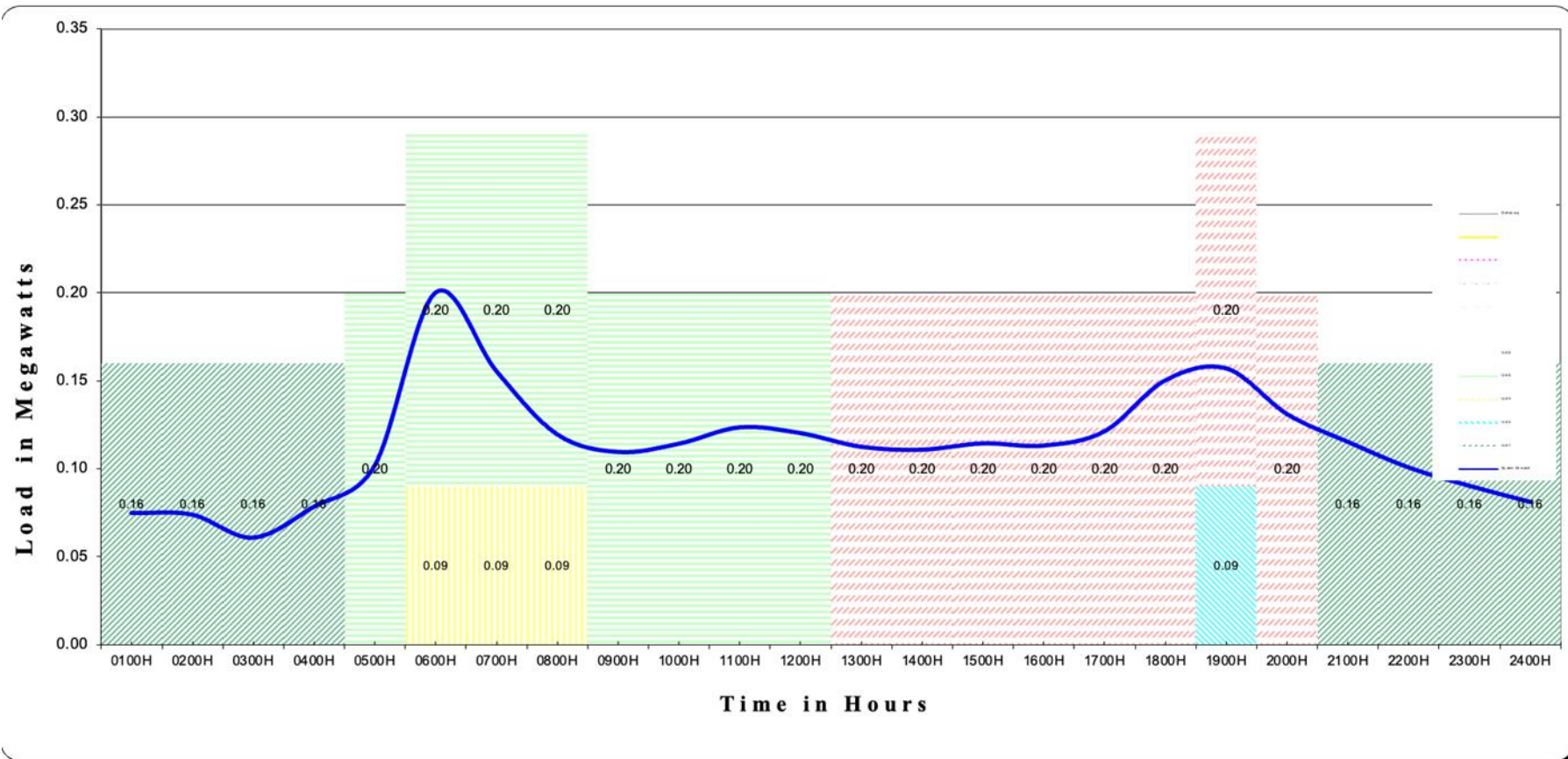


National Power Corporation

SMALL POWER UTILITIES GROUP

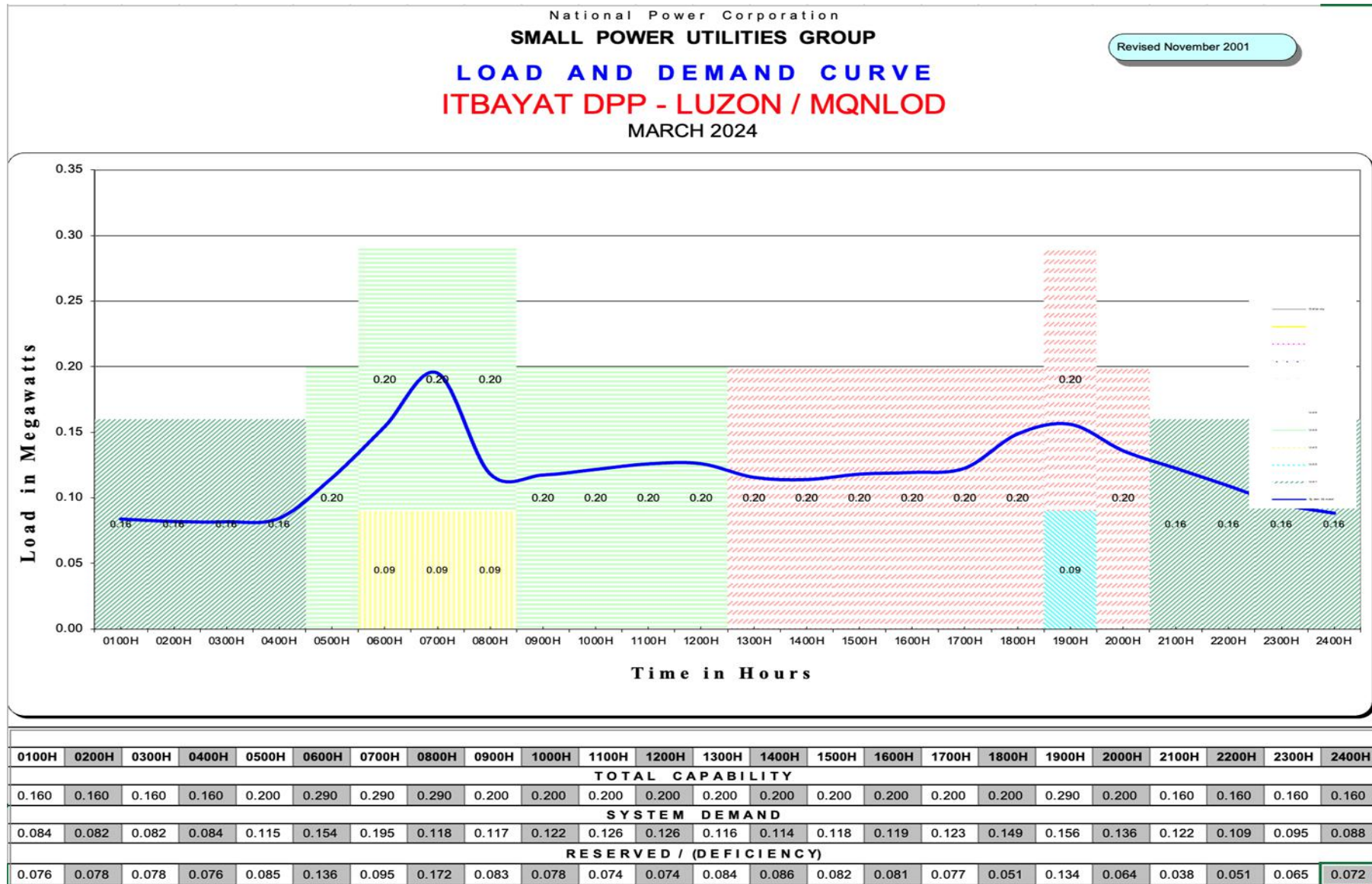
Revised November 2001

LOAD AND DEMAND CURVE  
ITBAYAT DPP - LUZON / MQNL0D  
FEBRUARY 2024



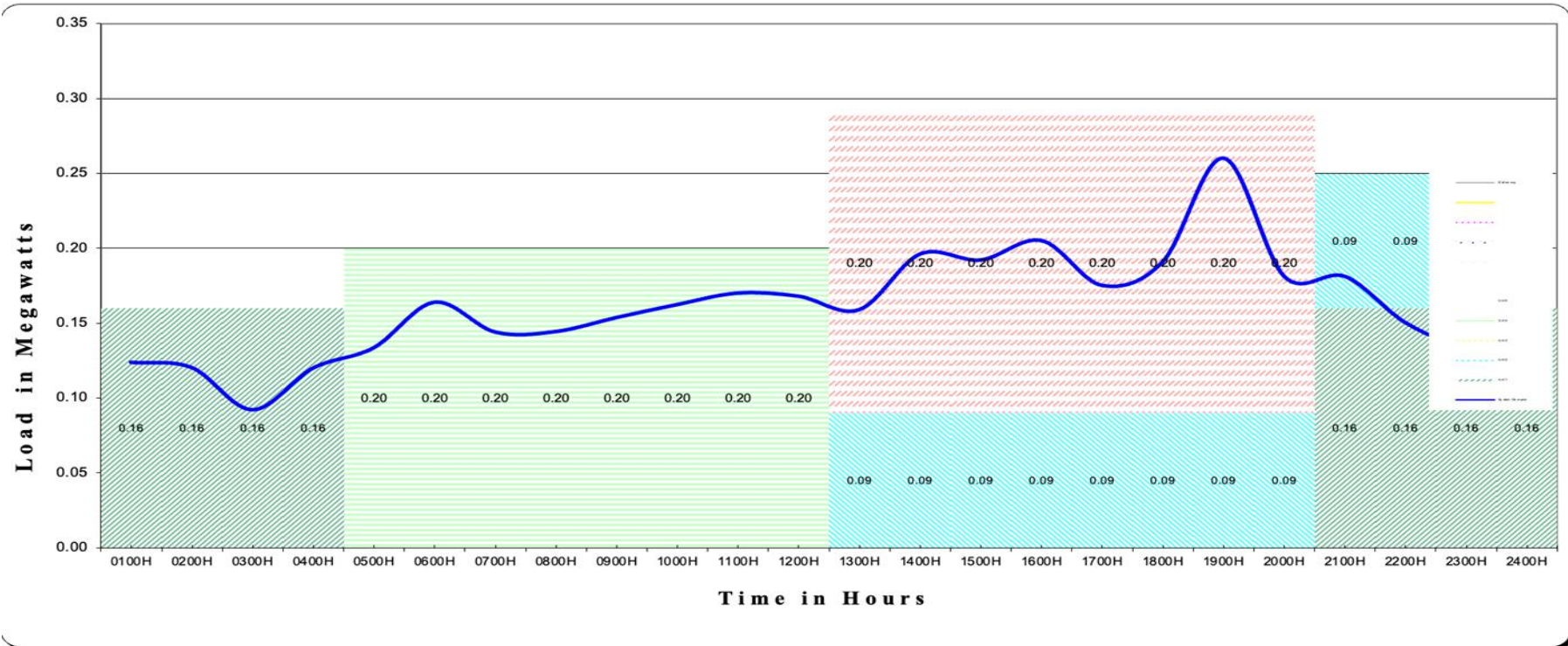
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TOTAL CAPABILITY																							
0.160	0.160	0.160	0.160	0.200	0.290	0.290	0.290	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.290	0.200	0.160	0.160	0.160	0.160
SYSTEM DEMAND																							
0.075	0.074	0.061	0.079	0.102	0.200	0.156	0.120	0.110	0.114	0.124	0.120	0.113	0.111	0.114	0.113	0.121	0.150	0.157	0.131	0.115	0.101	0.090	0.081
RESERVED / (DEFICIENCY)																							
0.085	0.086	0.099	0.081	0.098	0.090	0.134	0.170	0.090	0.086	0.076	0.080	0.087	0.089	0.086	0.087	0.079	0.050	0.133	0.069	0.045	0.059	0.070	0.079





National Power Corporation  
**SMALL POWER UTILITIES GROUP**  
**LOAD AND DEMAND CURVE**  
**ITBAYAT DPP - LUZON / MQNL0D**  
APRIL 2024

Revised November 2001

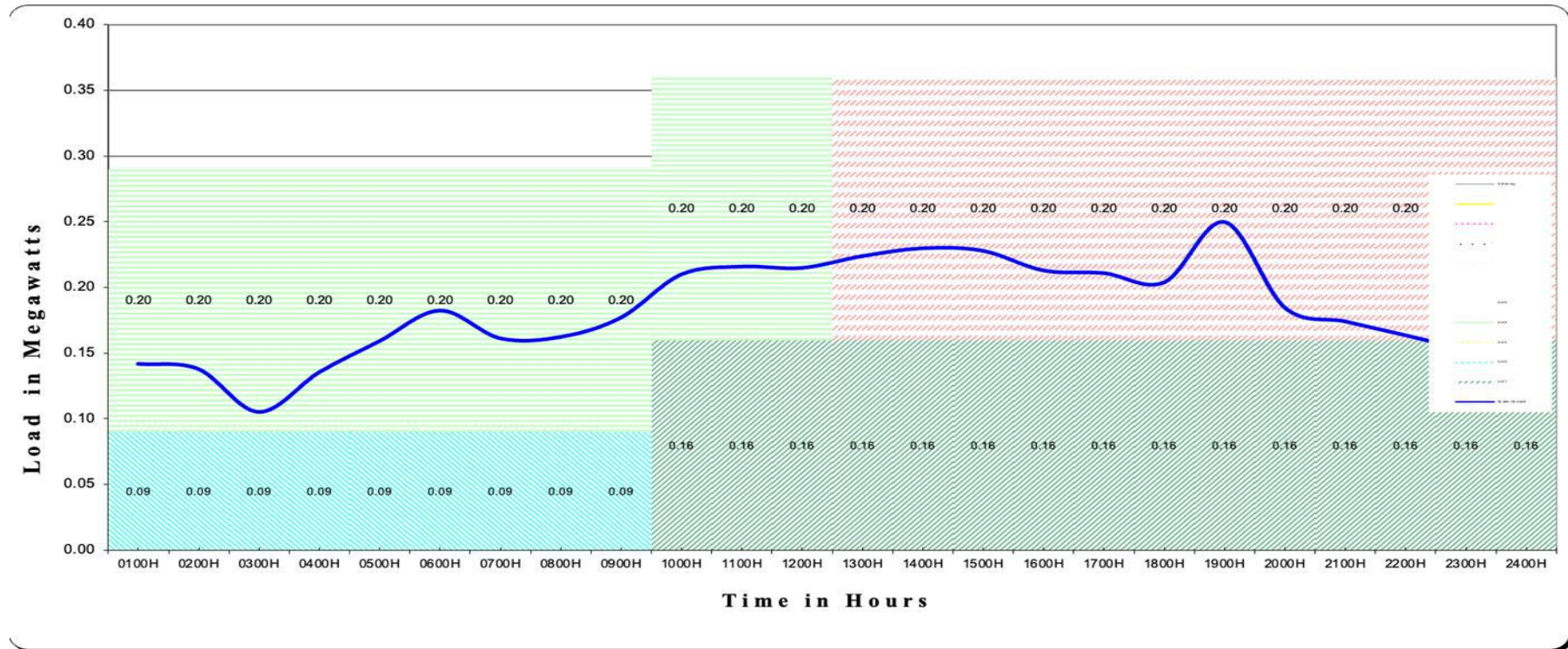


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TOTAL CAPABILITY																							
0.160	0.160	0.160	0.160	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.250	0.250	0.160	0.160
SYSTEM DEMAND																							
0.124	0.120	0.092	0.120	0.133	0.164	0.144	0.144	0.154	0.162	0.170	0.168	0.159	0.196	0.192	0.205	0.175	0.191	0.260	0.181	0.181	0.150	0.133	0.129
RESERVED / (DEFICIENCY)																							
0.036	0.040	0.068	0.040	0.067	0.036	0.056	0.056	0.046	0.038	0.030	0.032	0.131	0.094	0.098	0.085	0.115	0.099	0.030	0.109	0.069	0.100	0.027	0.031

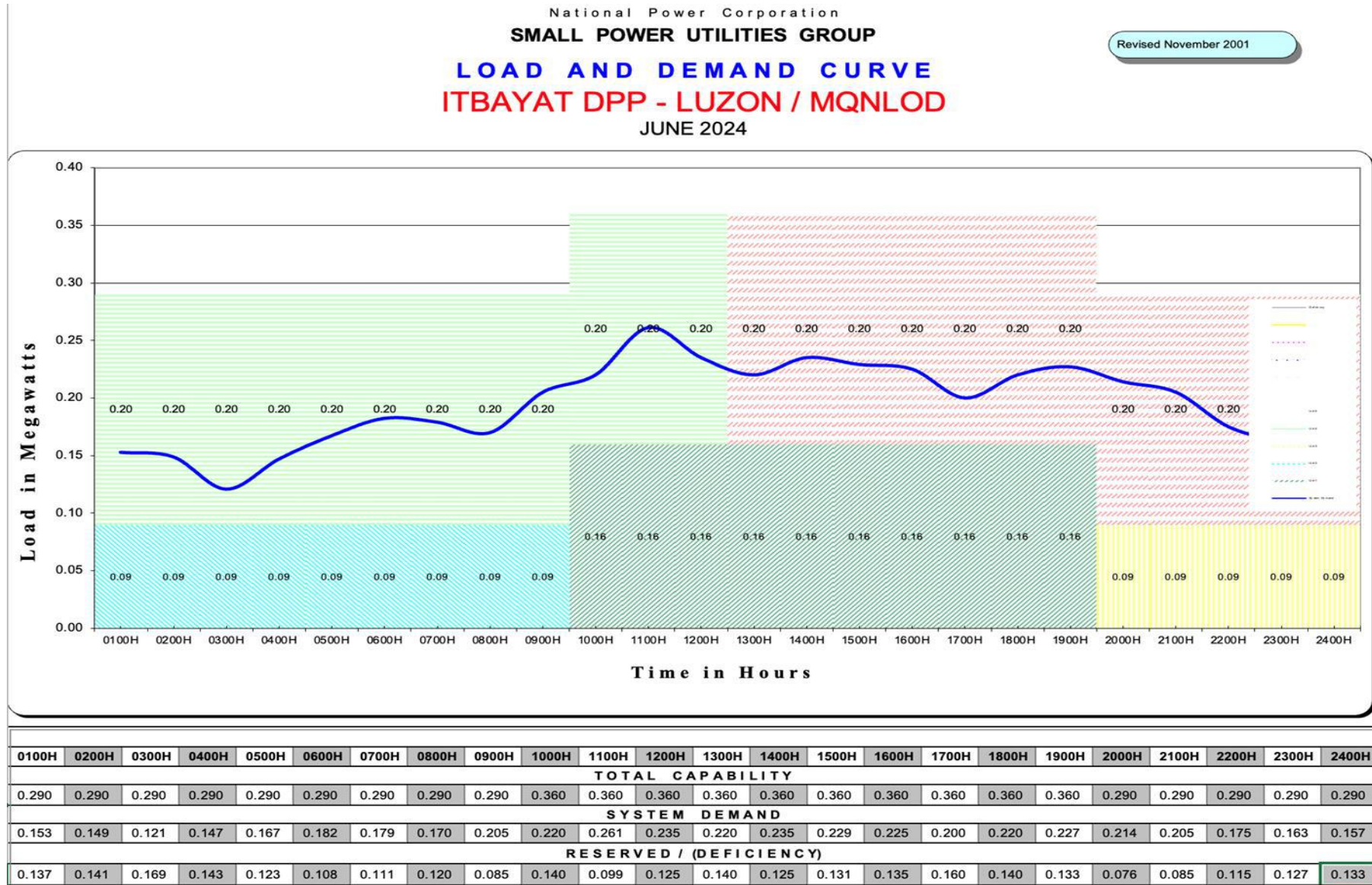


National Power Corporation  
**SMALL POWER UTILITIES GROUP**  
**LOAD AND DEMAND CURVE**  
**ITBAYAT DPP - LUZON / MQNLOD**  
MAY 2024

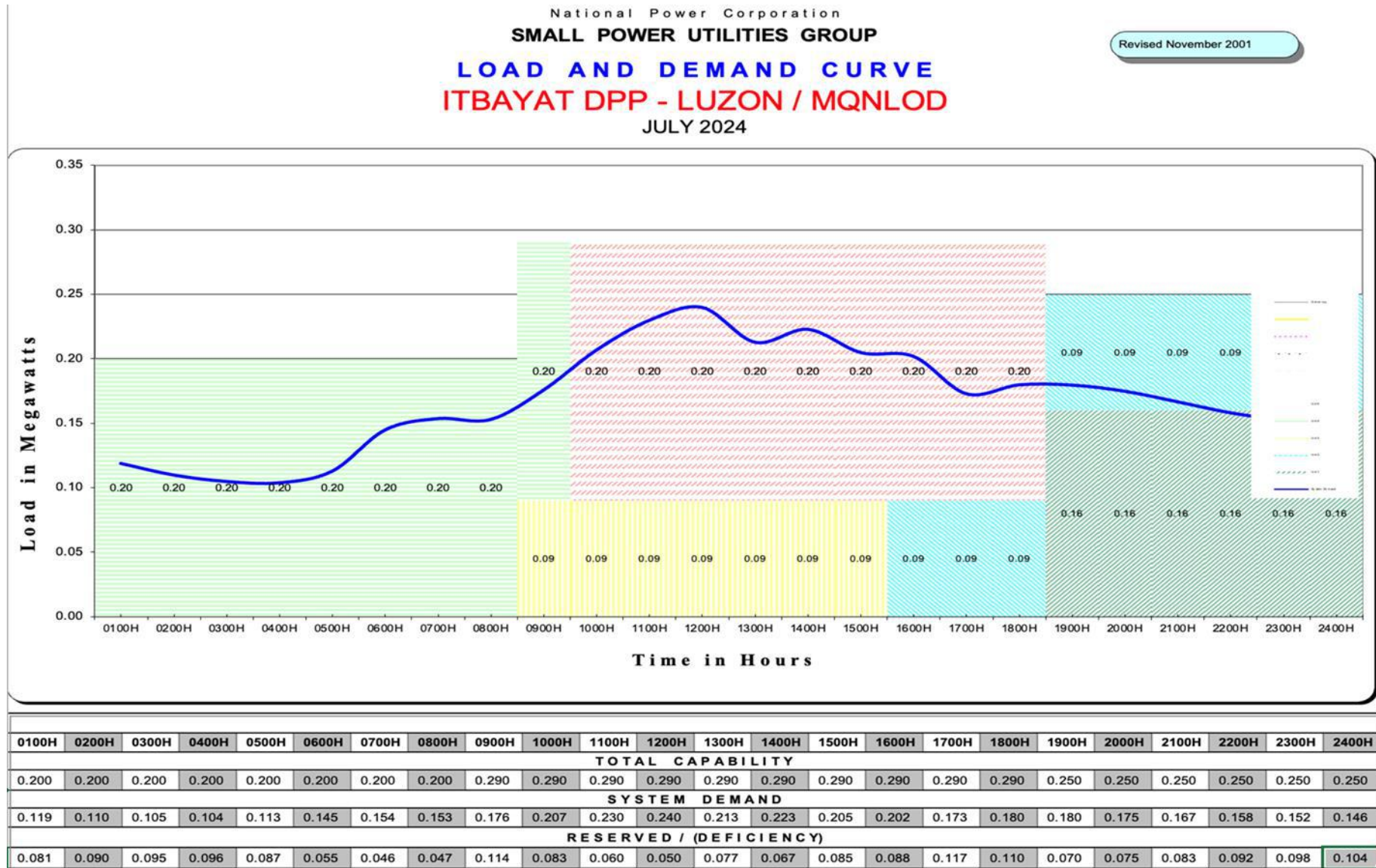
Revised November 2001



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<b>TOTAL CAPABILITY</b>																							
0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.360	0.360	0.360	0.360	0.360	0.360	0.360	0.360	0.360	0.360	0.360	0.360	0.360	0.360	0.360
<b>SYSTEM DEMAND</b>																							
0.142	0.138	0.105	0.135	0.159	0.182	0.161	0.162	0.177	0.210	0.216	0.215	0.224	0.230	0.228	0.213	0.211	0.204	0.250	0.185	0.174	0.164	0.153	0.147
<b>RESERVED / (DEFICIENCY)</b>																							
0.148	0.152	0.185	0.155	0.131	0.108	0.129	0.128	0.113	0.150	0.144	0.145	0.136	0.130	0.132	0.147	0.149	0.156	0.110	0.176	0.186	0.197	0.207	0.213

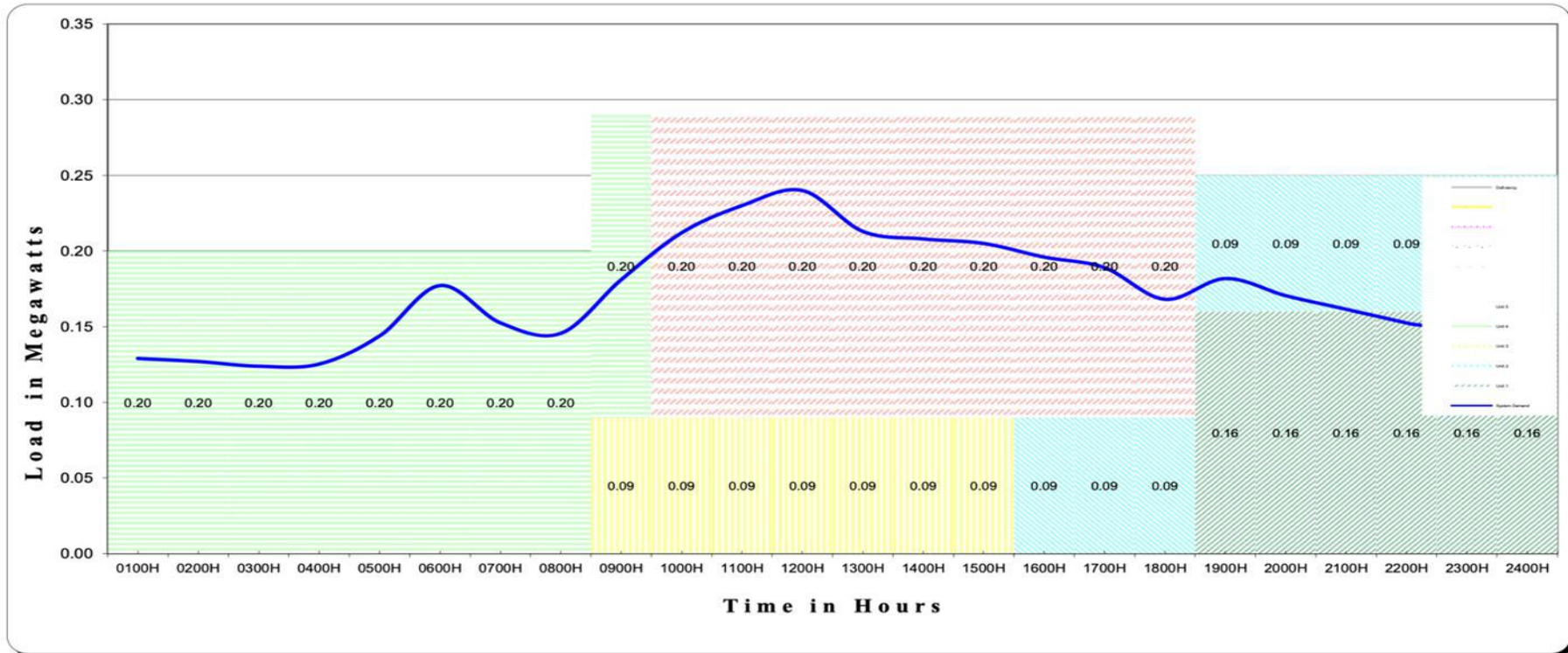






National Power Corporation  
**SMALL POWER UTILITIES GROUP**  
**LOAD AND DEMAND CURVE**  
**ITBAYAT DPP - LUZON / MQNLOD**  
AUGUST 2024

Revised November 2001

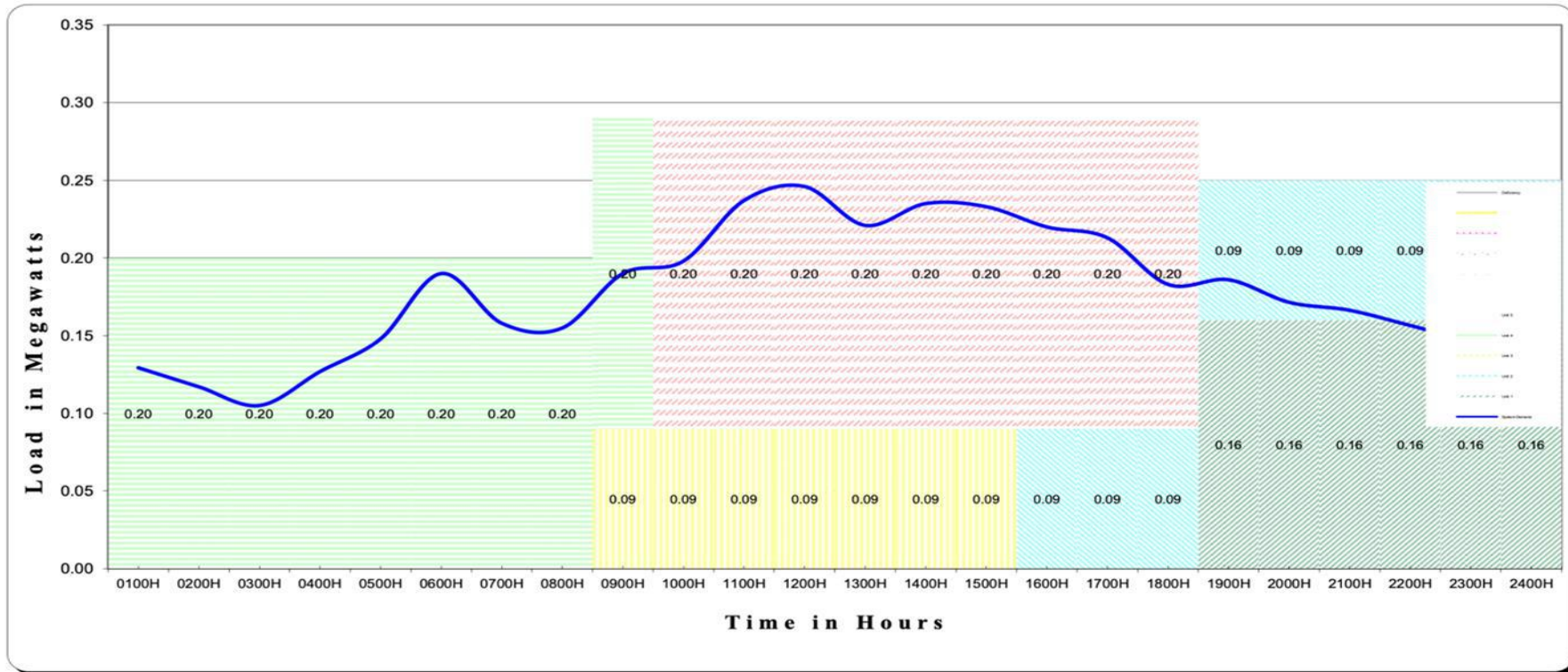


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TOTAL CAPABILITY																							
0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.250	0.250	0.250	0.250	0.250	0.250
SYSTEM DEMAND																							
0.129	0.127	0.124	0.125	0.144	0.177	0.153	0.146	0.181	0.212	0.230	0.240	0.213	0.208	0.205	0.196	0.189	0.168	0.182	0.171	0.162	0.152	0.143	0.100
RESERVED / (DEFICIENCY)																							
0.071	0.073	0.076	0.075	0.056	0.023	0.047	0.054	0.109	0.078	0.060	0.050	0.077	0.082	0.085	0.094	0.101	0.122	0.068	0.079	0.088	0.098	0.107	0.150

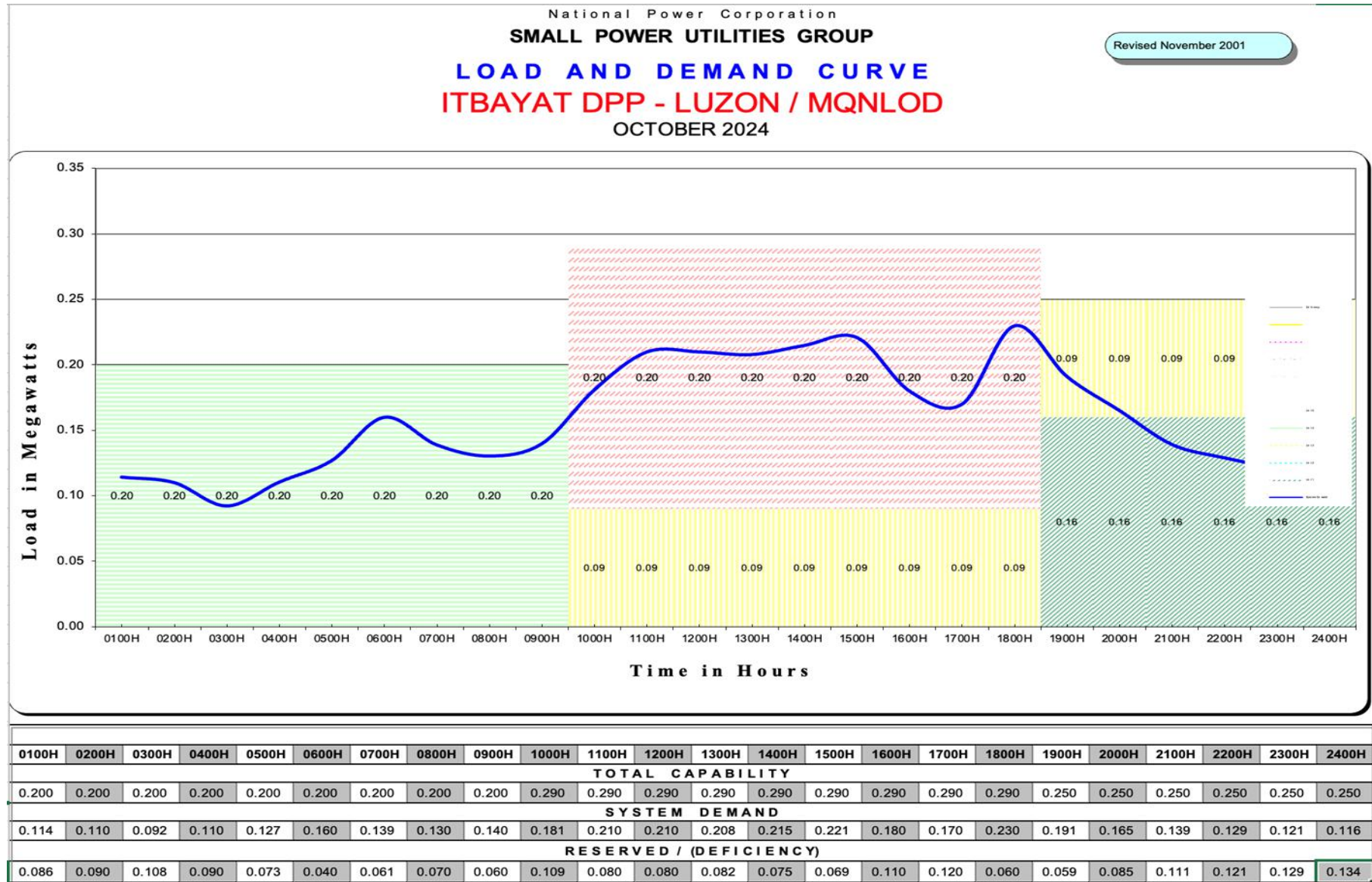


National Power Corporation  
**SMALL POWER UTILITIES GROUP**  
**LOAD AND DEMAND CURVE**  
**ITBAYAT DPP - LUZON / MQNLOD**  
SEPTEMBER 2024

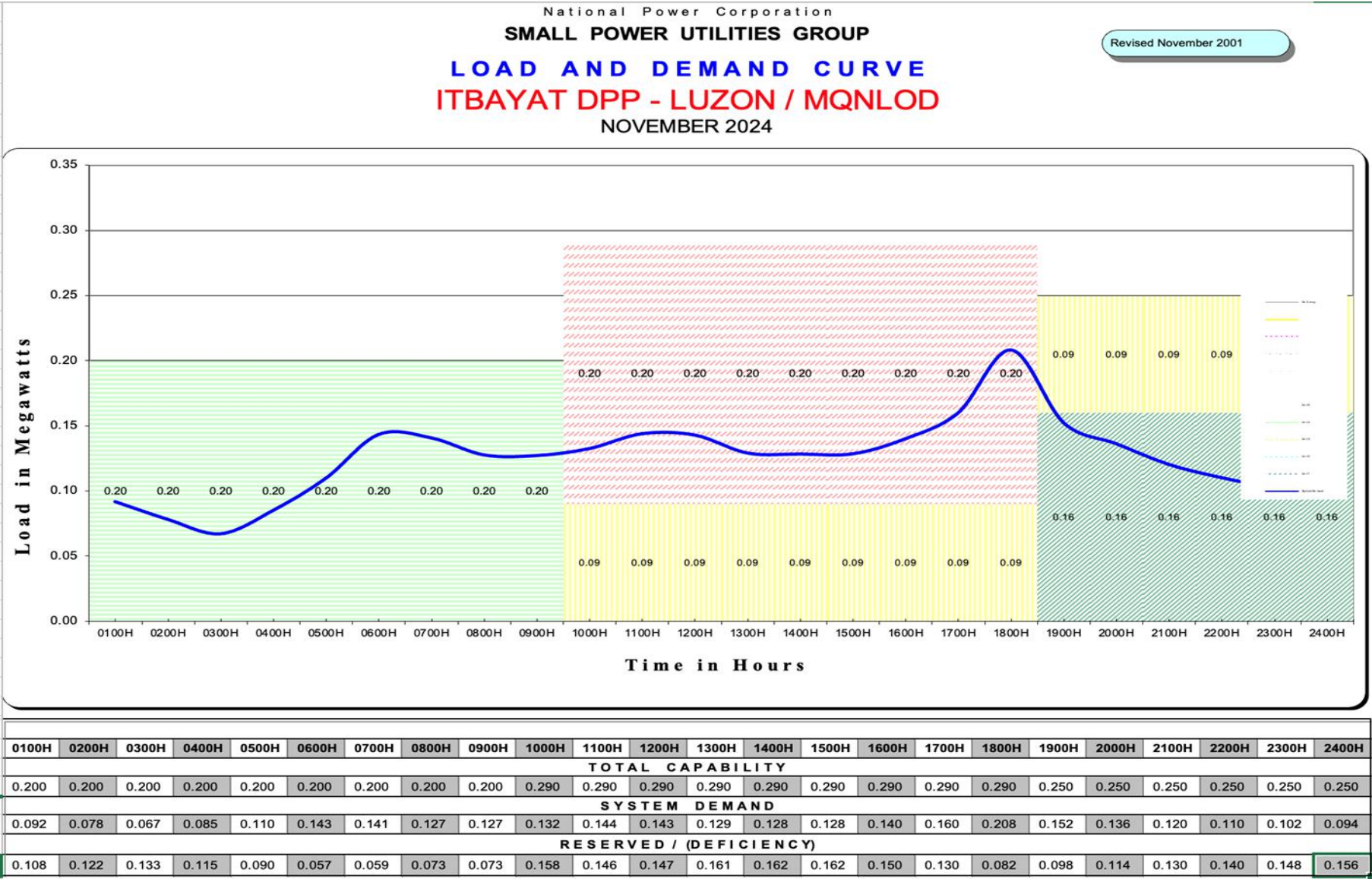
Revised November 2001

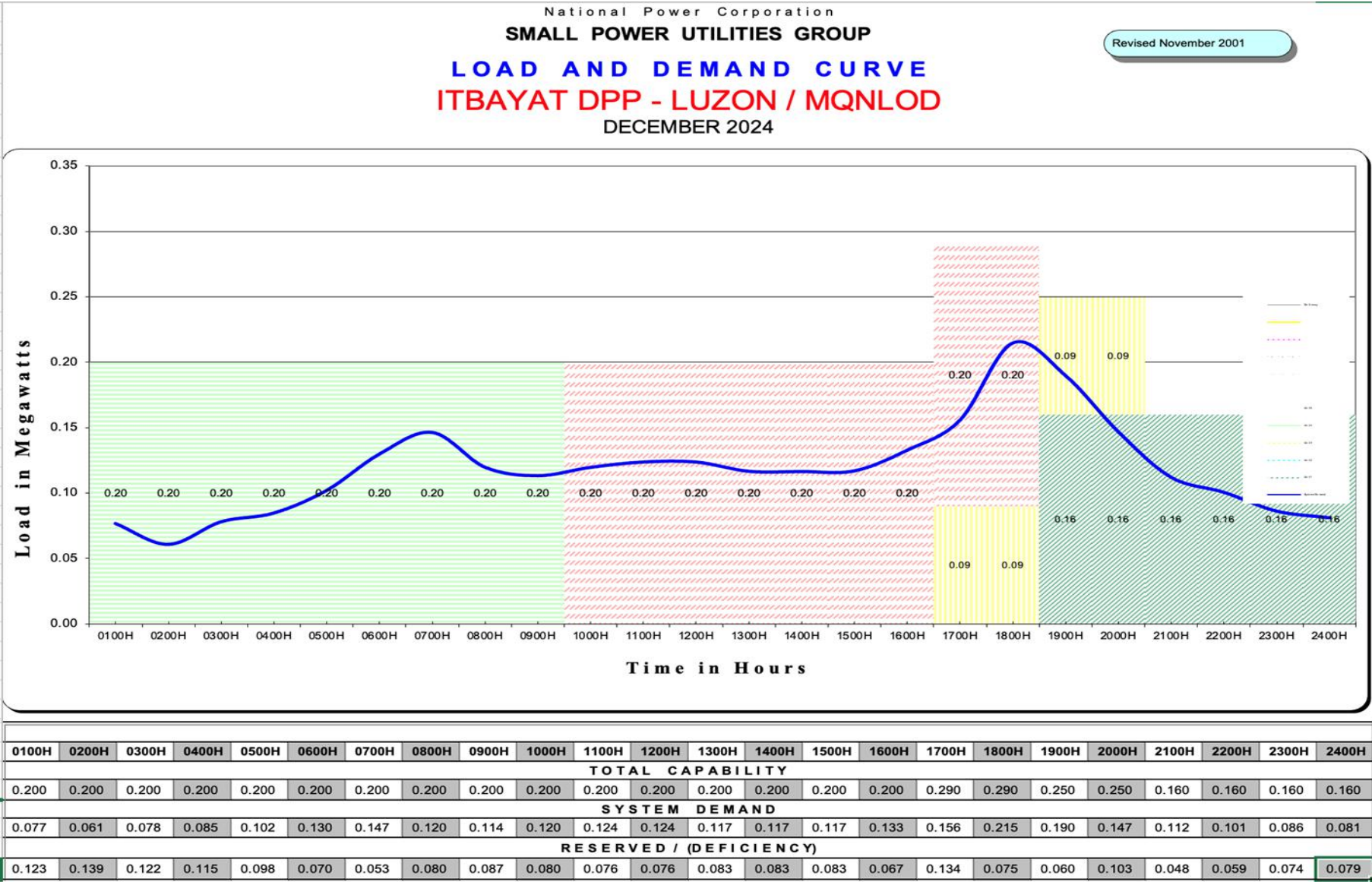


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TOTAL CAPABILITY																							
0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.290	0.250	0.250	0.250	0.250	0.250	0.250
SYSTEM DEMAND																							
0.129	0.117	0.105	0.127	0.148	0.190	0.158	0.155	0.190	0.198	0.237	0.246	0.221	0.235	0.233	0.220	0.213	0.183	0.186	0.172	0.166	0.157	0.147	0.140
RESERVED / (DEFICIENCY)																							
0.071	0.083	0.095	0.073	0.052	0.010	0.042	0.045	0.100	0.092	0.053	0.044	0.069	0.055	0.057	0.070	0.077	0.107	0.064	0.078	0.084	0.093	0.103	0.110







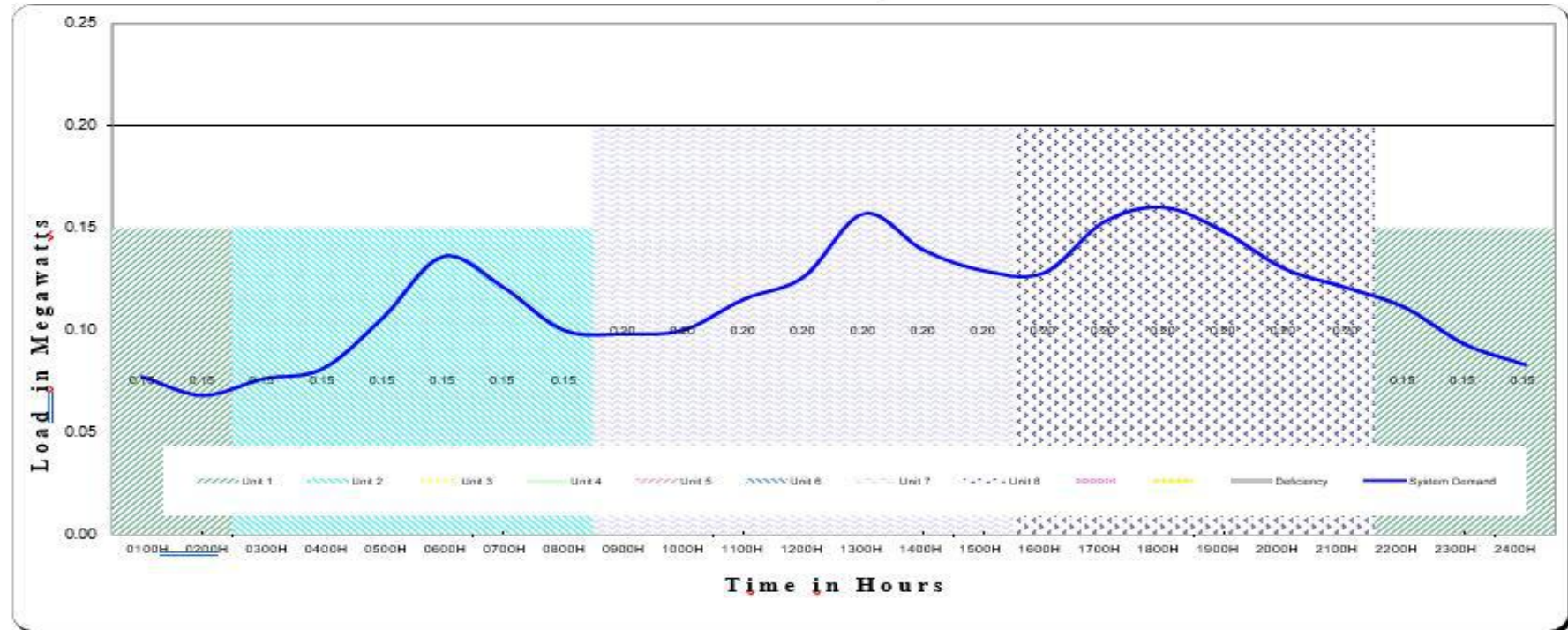




National Power Corporation  
SMALL POWER UTILITIES GROUP

**LOAD AND DEMAND CURVE**  
**SABTANG DPP - MQNL Optns Division**  
December 26, 2023 - January 25, 2024

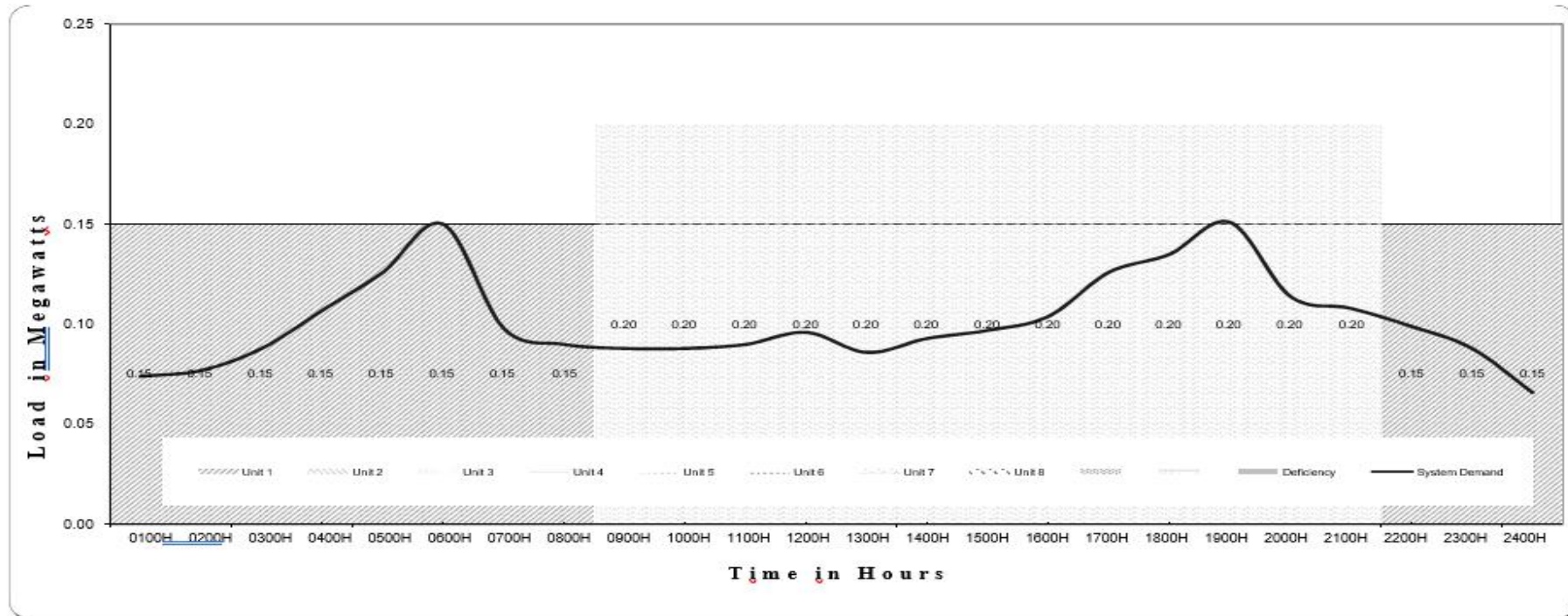
Revised November 2001



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TOTAL CAPABILITY																							
0.150	0.150	0.150	0.150	0.150	0.150	0.150	0.150	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.150	0.150	0.150
SYSTEM DEMAND																							
0.077	0.068	0.076	0.081	0.106	0.136	0.121	0.100	0.098	0.100	0.115	0.126	0.157	0.139	0.129	0.128	0.153	0.160	0.148	0.130	0.121	0.111	0.093	0.083
RESERVED / (DEFICIENCY)																							
0.073	0.082	0.074	0.069	0.044	0.014	0.029	0.050	0.102	0.100	0.085	0.074	0.043	0.061	0.071	0.072	0.047	0.040	0.052	0.070	0.079	0.039	0.057	0.067

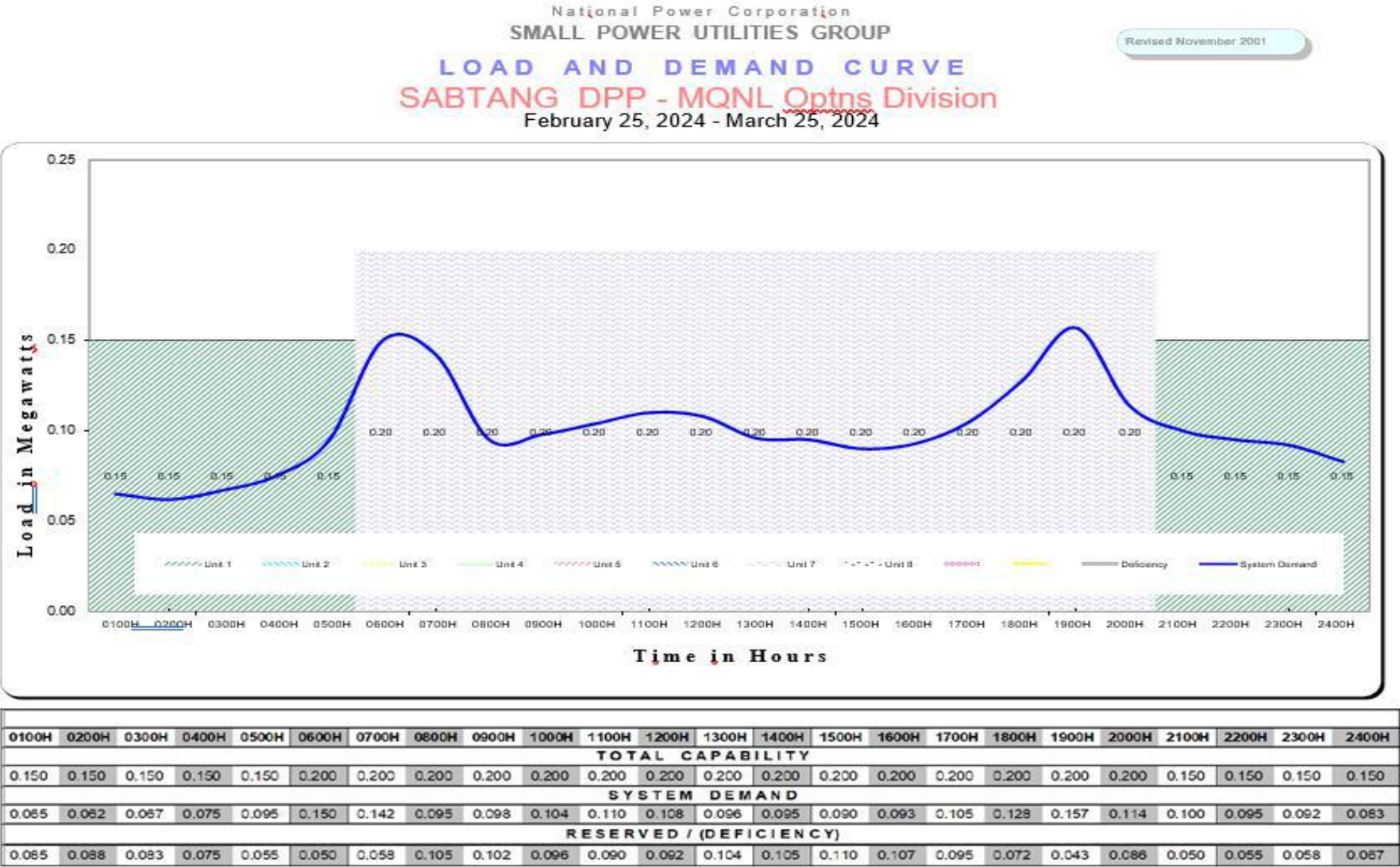
National Power Corporation  
**SMALL POWER UTILITIES GROUP**  
**LOAD AND DEMAND CURVE**  
**SABTANG DPP - MQNL Optns Division**  
January 25, 2024 - February 25, 2024

Revised November 2001



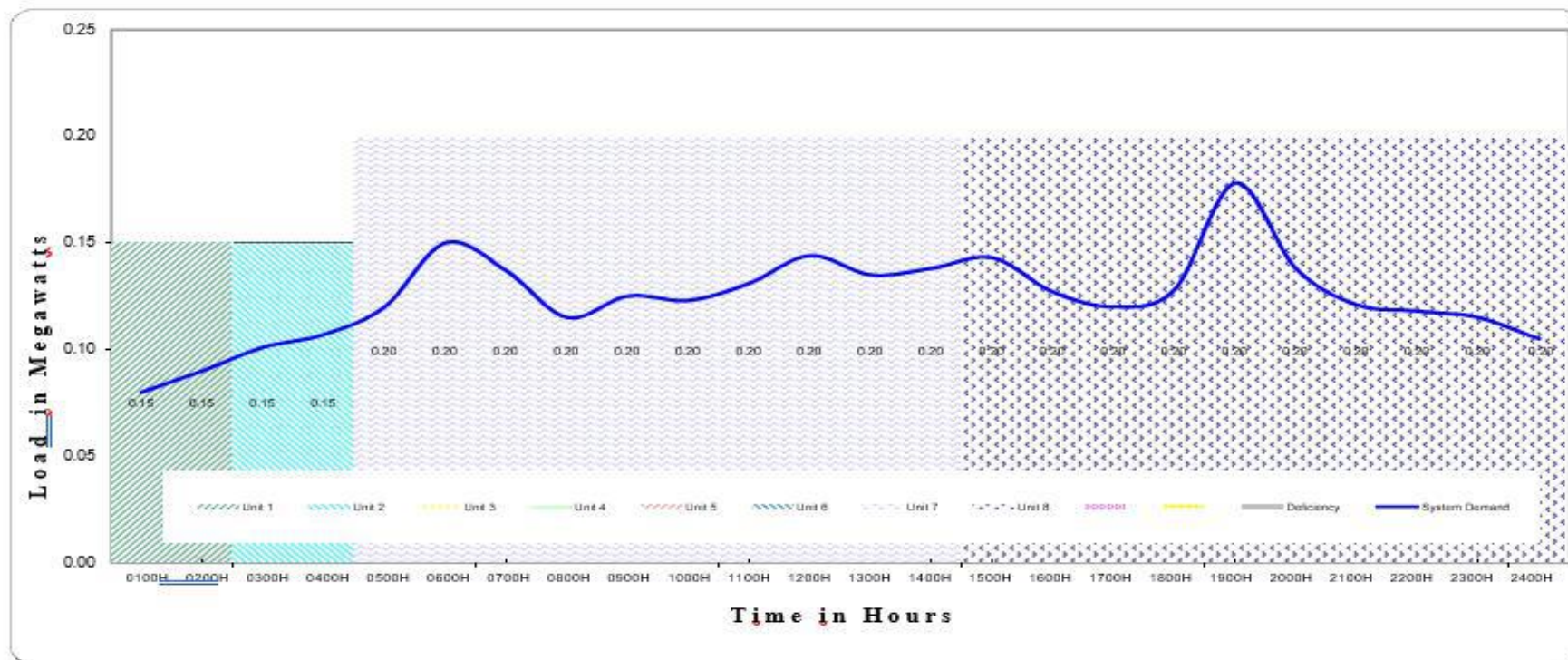
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TOTAL CAPABILITY																							
0.150	0.150	0.150	0.150	0.150	0.150	0.150	0.150	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.150	0.150	0.150	
SYSTEM DEMAND																							
0.074	0.077	0.088	0.107	0.126	0.150	0.098	0.090	0.088	0.088	0.090	0.096	0.086	0.093	0.097	0.104	0.126	0.135	0.151	0.114	0.108	0.099	0.088	0.066
RESERVED / (DEFICIENCY)																							
0.076	0.073	0.062	0.043	0.024	0.000	0.052	0.060	0.112	0.112	0.110	0.104	0.114	0.107	0.103	0.096	0.074	0.065	0.049	0.086	0.092	0.051	0.062	0.084





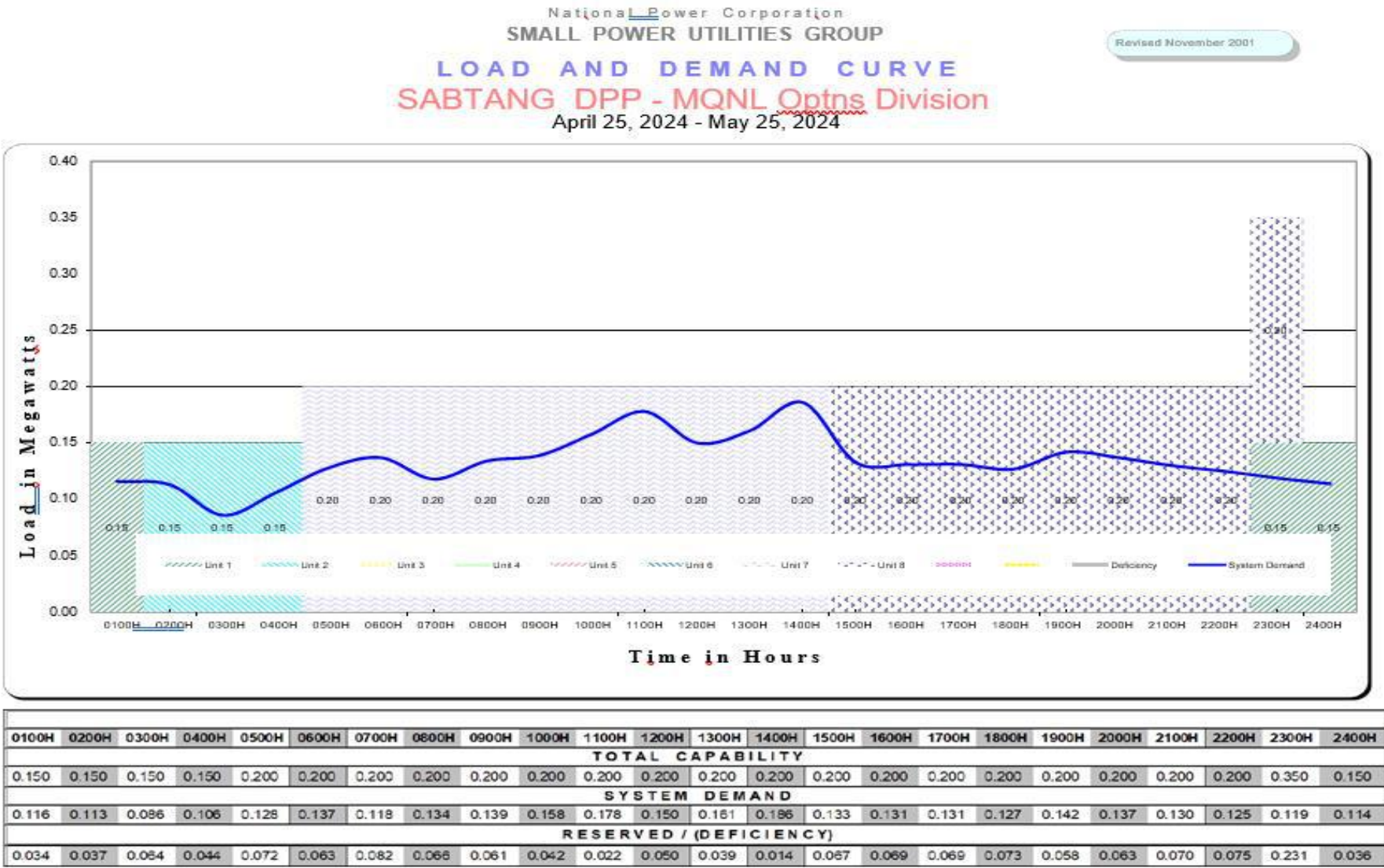
National Power Corporation  
SMALL POWER UTILITIES GROUP  
**LOAD AND DEMAND CURVE**  
**SABTANG DPP - MQNL Optns Division**  
March 25, 2024 - April 25, 2024

Revised November 2001



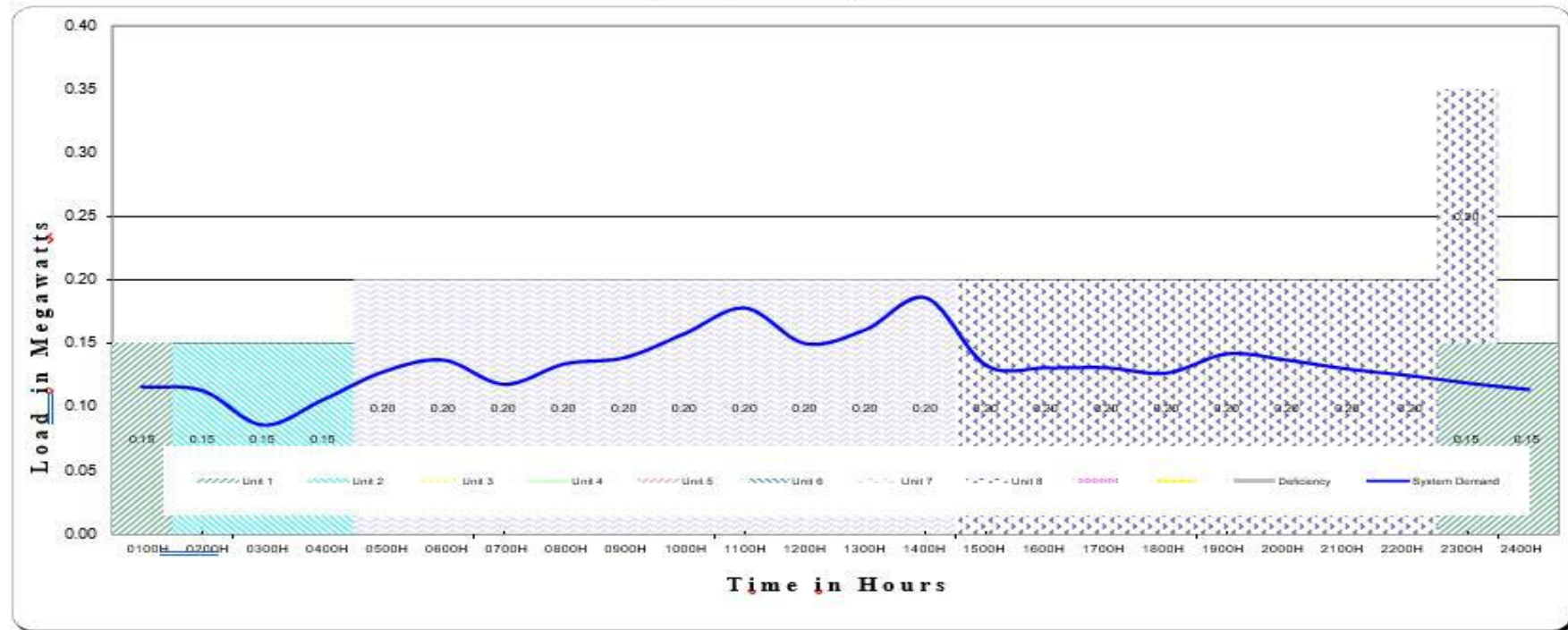
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TOTAL CAPABILITY																							
0.150	0.150	0.150	0.150	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200
SYSTEM DEMAND																							
0.080	0.090	0.101	0.107	0.120	0.150	0.137	0.115	0.125	0.123	0.131	0.144	0.135	0.138	0.143	0.127	0.120	0.128	0.178	0.138	0.121	0.118	0.115	0.105
RESERVED / (DEFICIENCY)																							
0.070	0.060	0.049	0.043	0.080	0.050	0.063	0.085	0.075	0.077	0.069	0.056	0.065	0.062	0.057	0.073	0.080	0.072	0.022	0.062	0.079	0.082	0.085	0.095





National Power Corporation  
SMALL POWER UTILITIES GROUP  
**LOAD AND DEMAND CURVE**  
**SABTANG DPP - MQNL Optns Division**  
April 25, 2024 - May 25, 2024

Revised November 2001

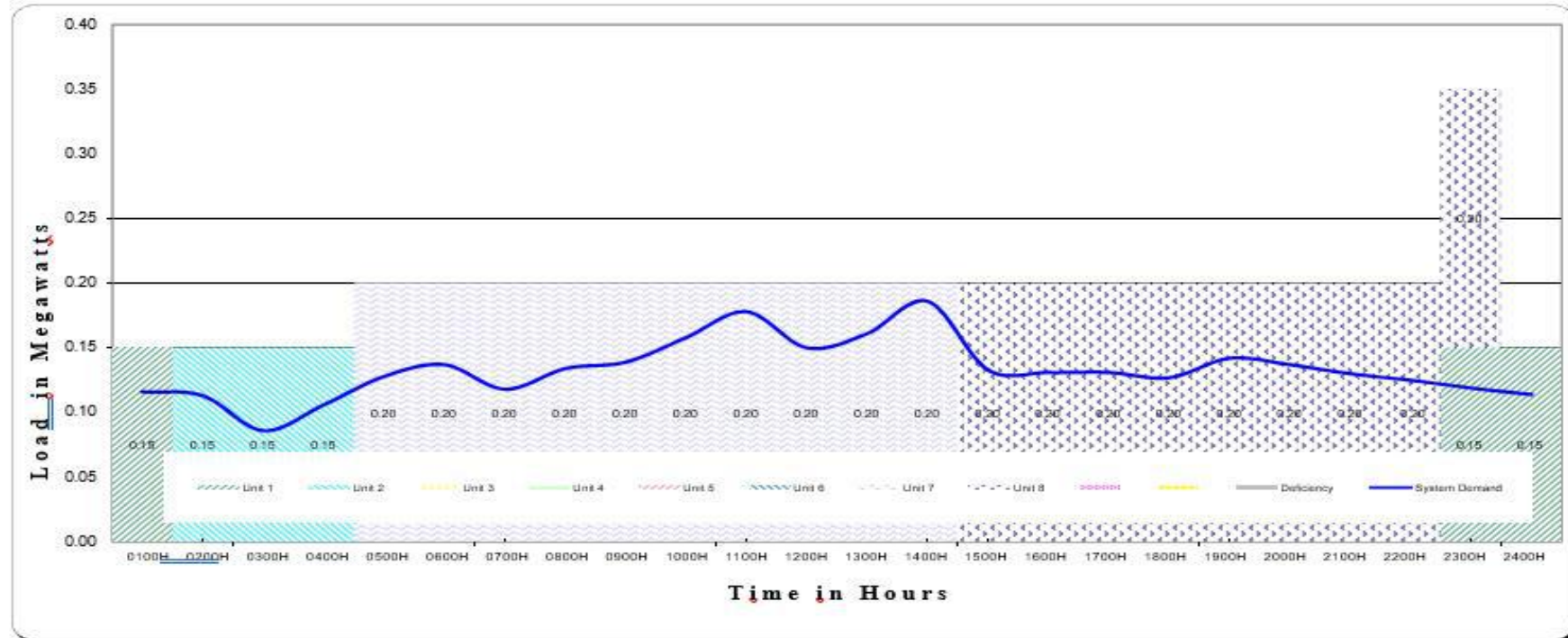


0100H	0200H	0300H	0400H	0500H	0600H	0700H	0800H	0900H	1000H	1100H	1200H	1300H	1400H	1500H	1600H	1700H	1800H	1900H	2000H	2100H	2200H	2300H	2400H
TOTAL CAPABILITY																							
0.150	0.150	0.150	0.150	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.350	0.150
SYSTEM DEMAND																							
0.116	0.113	0.086	0.106	0.126	0.137	0.118	0.134	0.139	0.158	0.178	0.150	0.161	0.186	0.133	0.131	0.131	0.127	0.142	0.137	0.130	0.125	0.119	0.114
RESERVED / (DEFICIENCY)																							
0.034	0.037	0.064	0.044	0.072	0.063	0.082	0.066	0.061	0.042	0.022	0.050	0.039	0.014	0.067	0.069	0.069	0.073	0.058	0.063	0.070	0.075	0.231	0.036



National Power Corporation  
SMALL POWER UTILITIES GROUP  
**LOAD AND DEMAND CURVE**  
**SABTANG DPP - MQNL Optns Division**  
April 25, 2024 - May 25, 2024

Revised November 2001

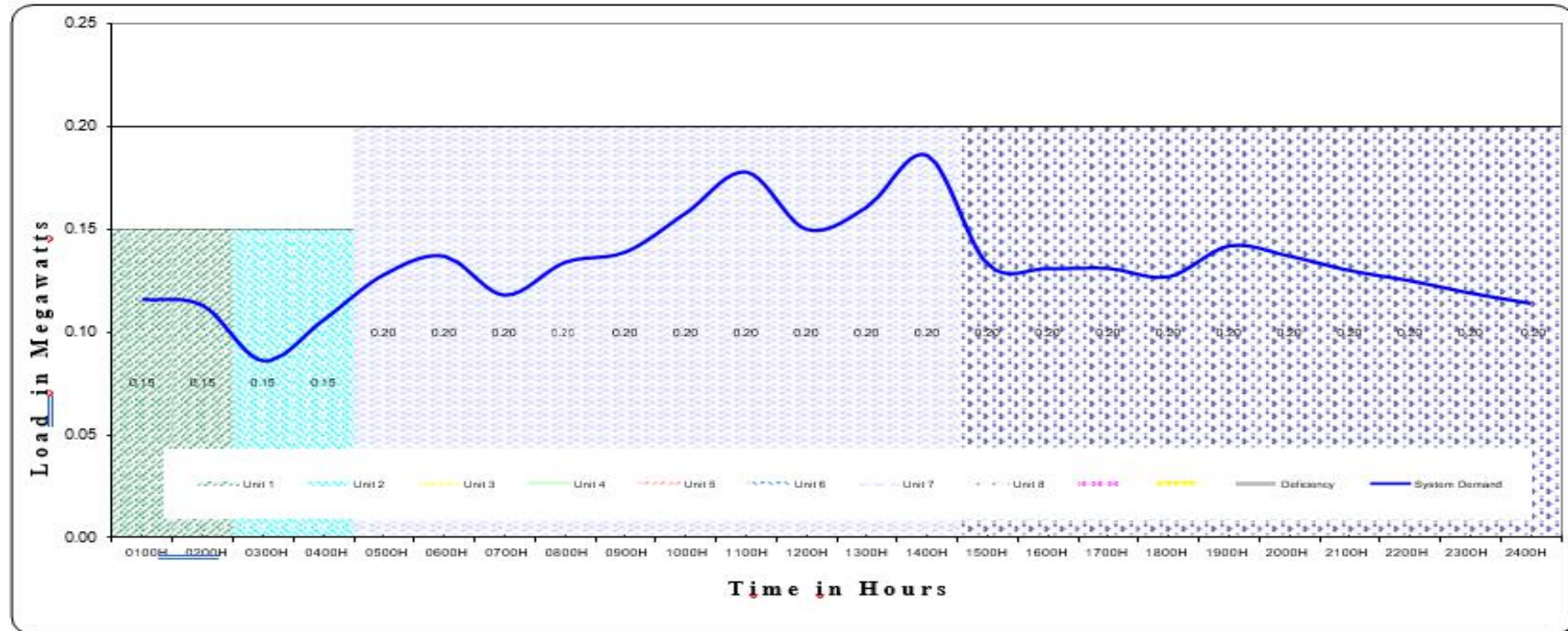


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TOTAL CAPABILITY																							
0.150	0.150	0.150	0.150	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.350	0.150
SYSTEM DEMAND																							
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RESERVED / (DEFICIENCY)																							
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National Power Corporation  
SMALL POWER UTILITIES GROUP

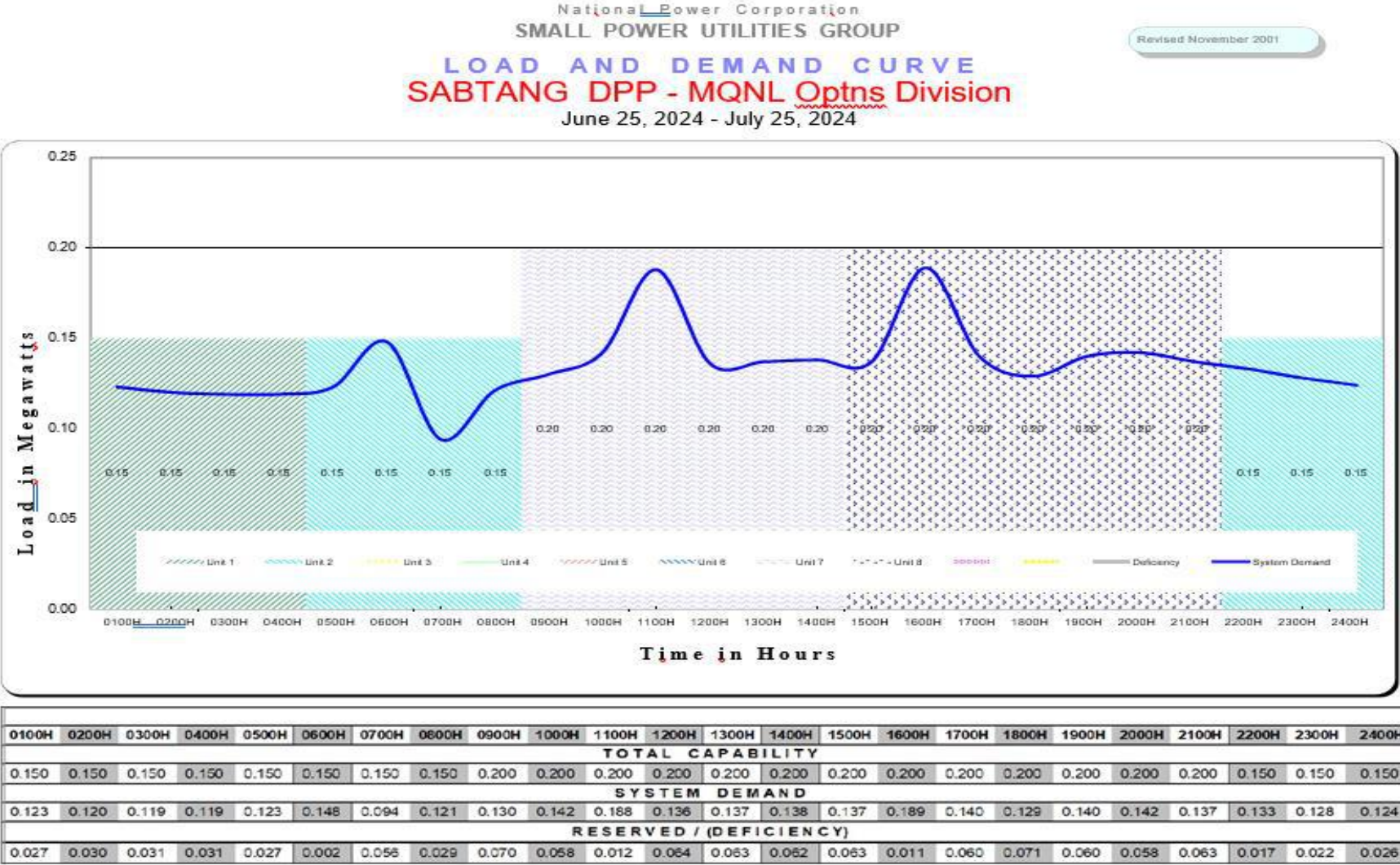
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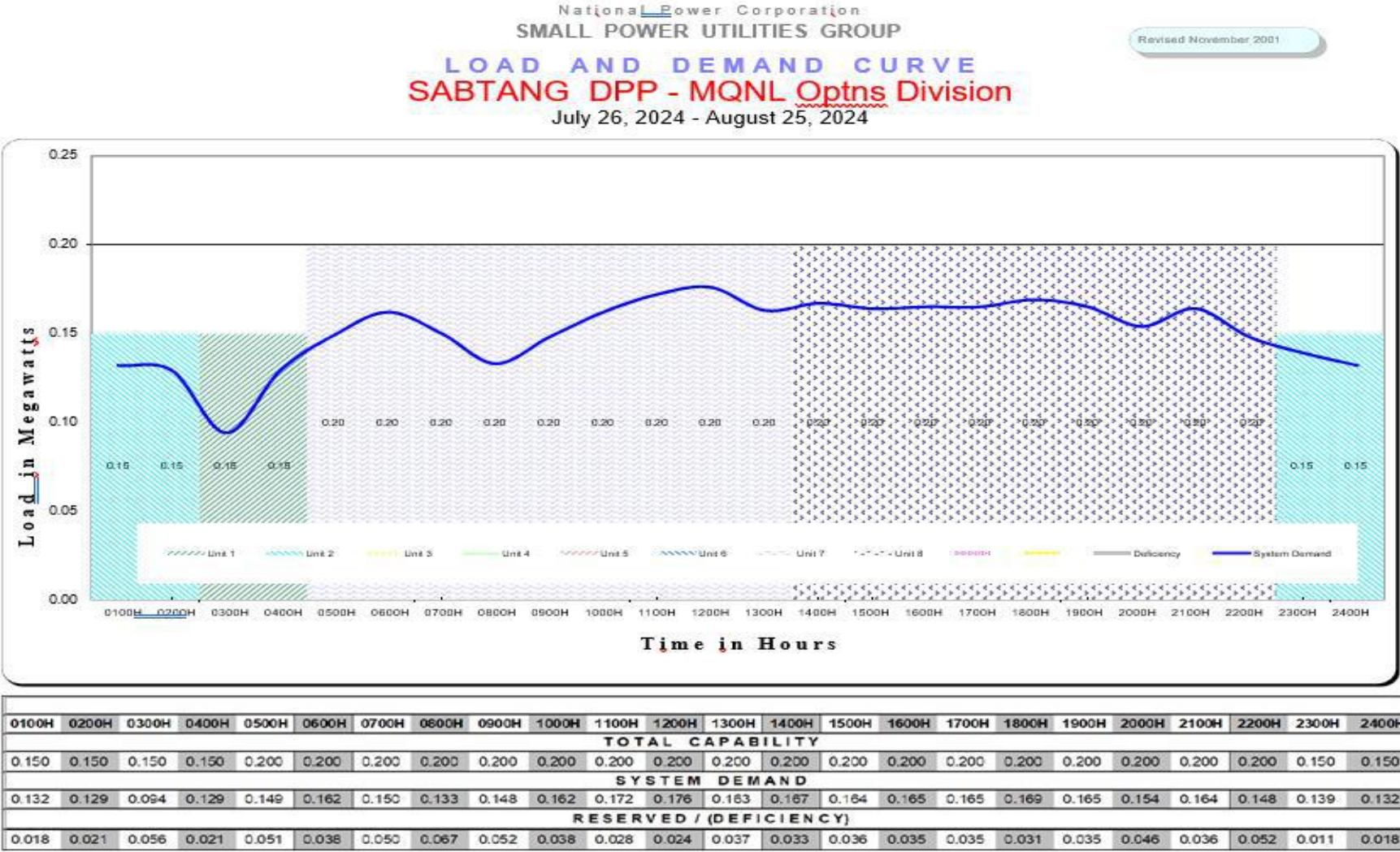
Revised November 2001



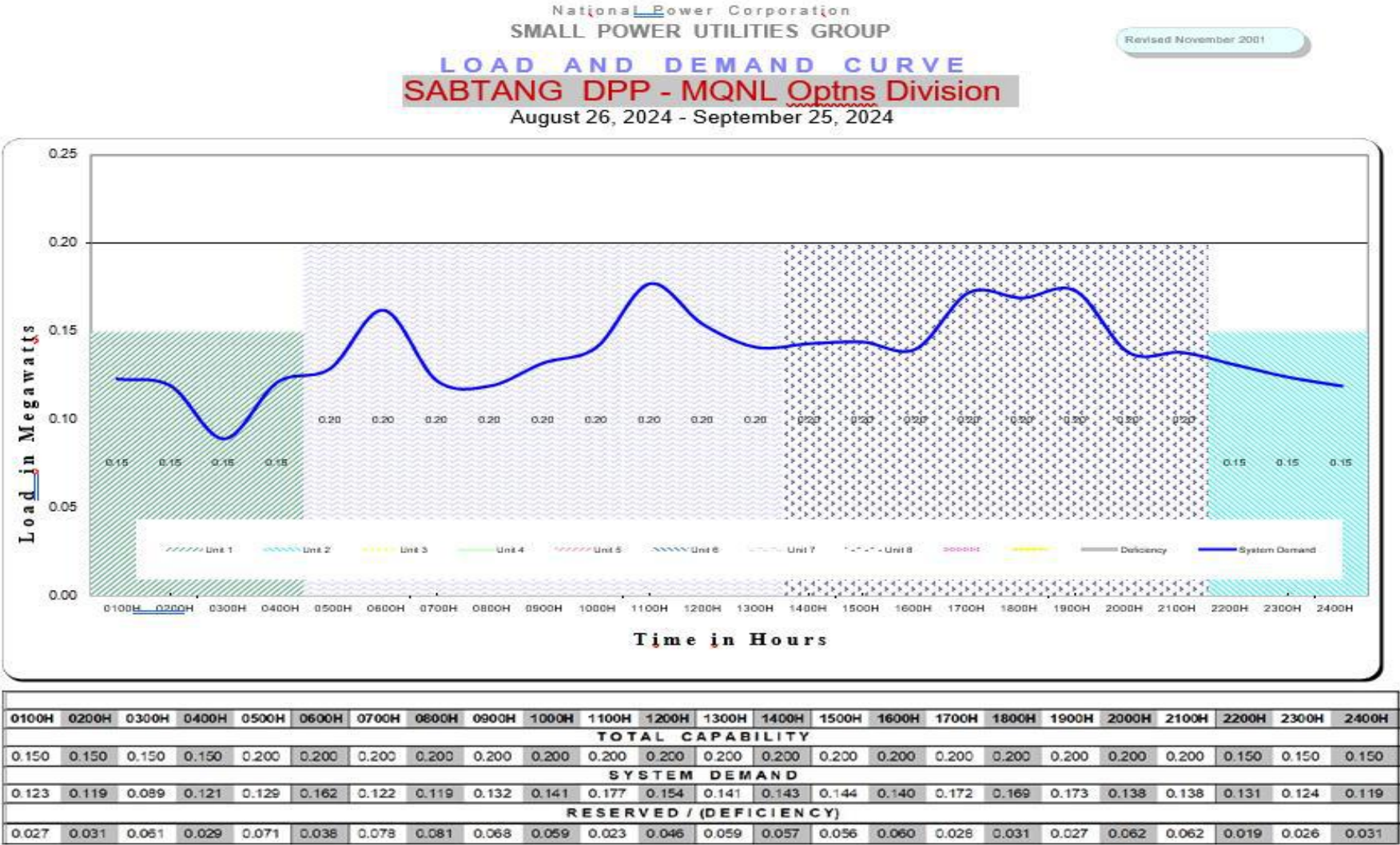
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TOTAL CAPABILITY																							
0.150	0.150	0.150	0.150	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200
SYSTEM DEMAND																							
0.116	0.113	0.086	0.106	0.128	0.137	0.118	0.134	0.139	0.158	0.178	0.150	0.161	0.188	0.133	0.131	0.131	0.127	0.142	0.137	0.130	0.125	0.119	0.114
RESERVED / (DEFICIENCY)																							
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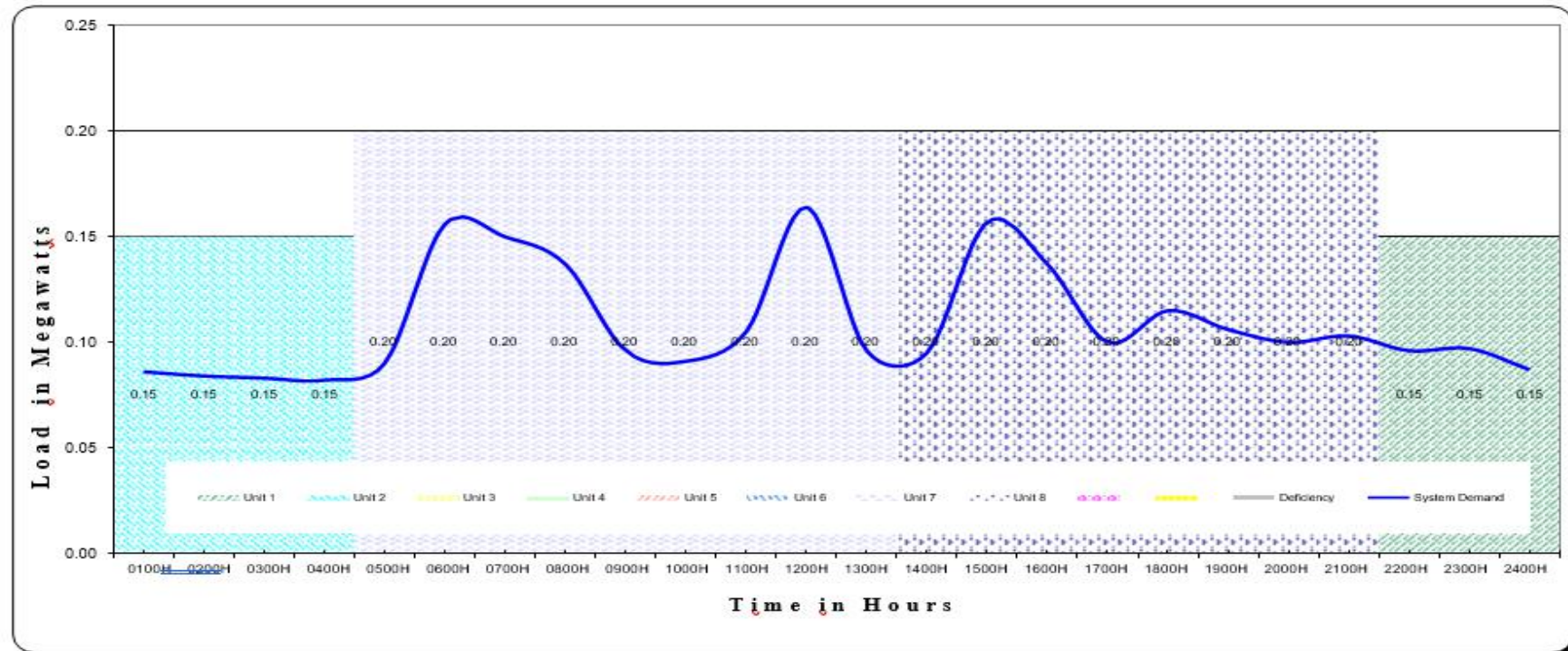






National Power Corporation  
**SMALL POWER UTILITIES GROUP**  
**LOAD AND DEMAND CURVE**  
**SABTANG DPP - MQNL Optns Division**  
September 26, 2024 - October 25, 2024

Revised November 2001

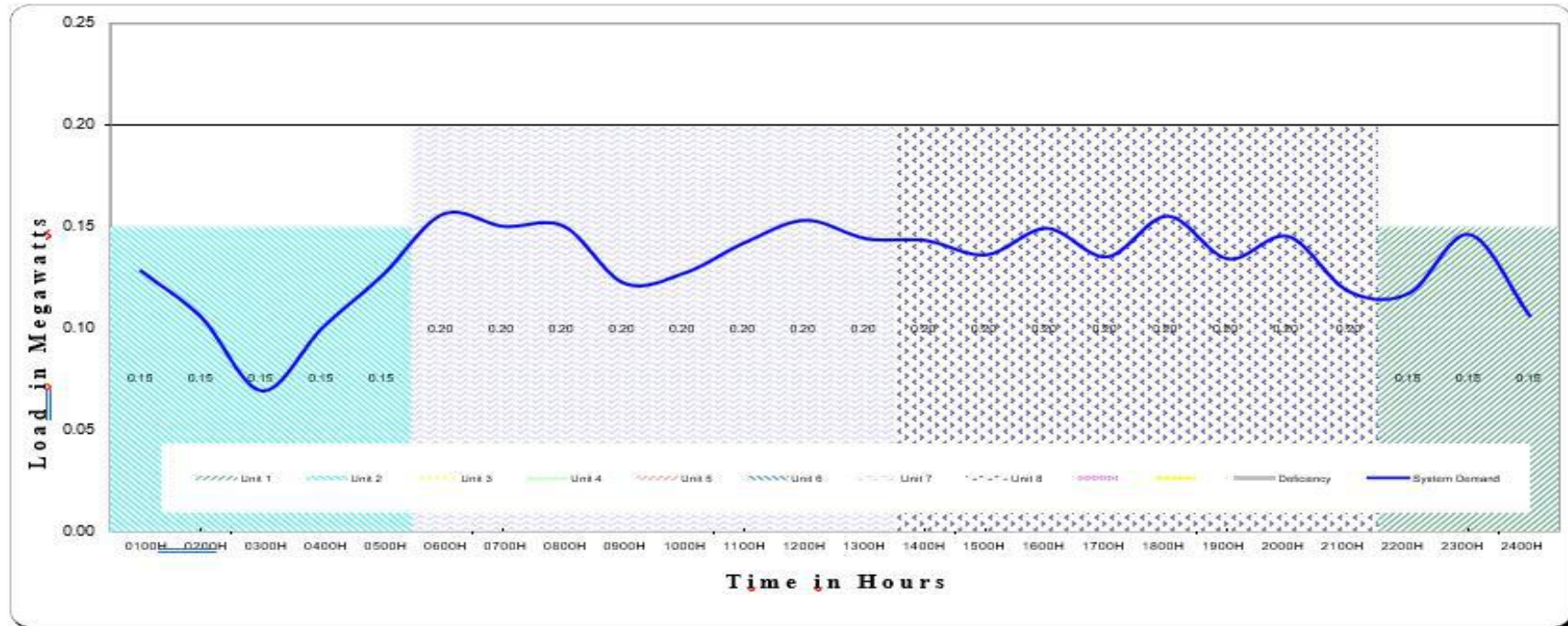


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TOTAL CAPABILITY																							
0.150	0.150	0.150	0.150	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.150	0.150	0.150
SYSTEM DEMAND																							
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RESERVED / (DEFICIENCY)																							
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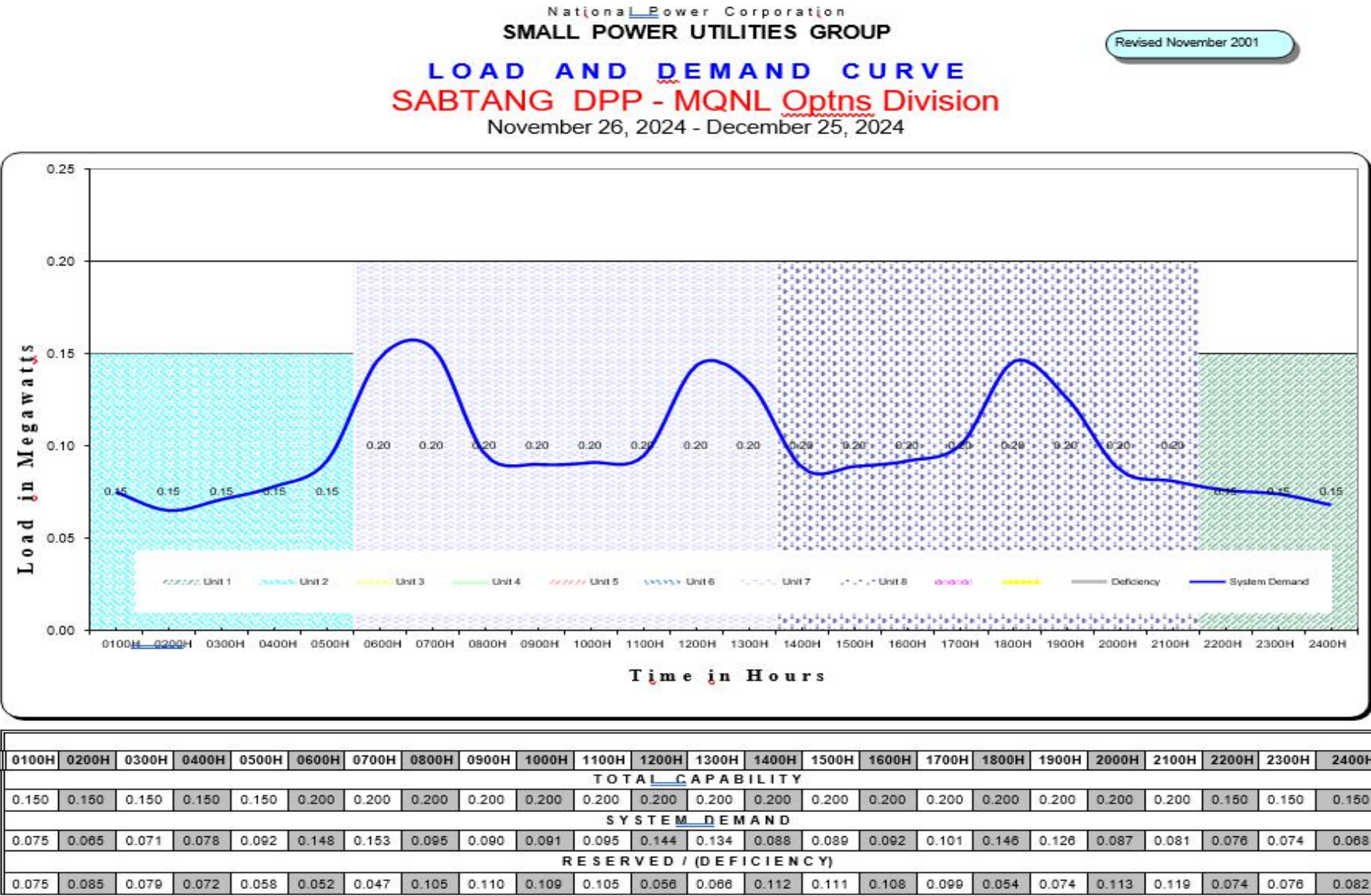


National Power Corporation  
SMALL POWER UTILITIES GROUP  
**LOAD AND DEMAND CURVE**  
**SABTANG DPP - MQNL Optns Division**  
October 26, 2024 - November 25, 2024

Revised November 2001



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TOTAL CAPABILITY																							
0.150	0.150	0.150	0.150	0.150	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.200	0.150	0.150	0.150
SYSTEM DEMAND																							
0.128	0.105	0.089	0.100	0.126	0.156	0.150	0.150	0.122	0.127	0.142	0.153	0.144	0.143	0.136	0.149	0.135	0.155	0.134	0.145	0.118	0.117	0.146	0.106
RESERVED / (DEFICIENCY)																							
0.022	0.045	0.081	0.050	0.024	0.044	0.050	0.050	0.078	0.073	0.058	0.047	0.056	0.057	0.064	0.051	0.065	0.045	0.066	0.055	0.082	0.033	0.004	0.044

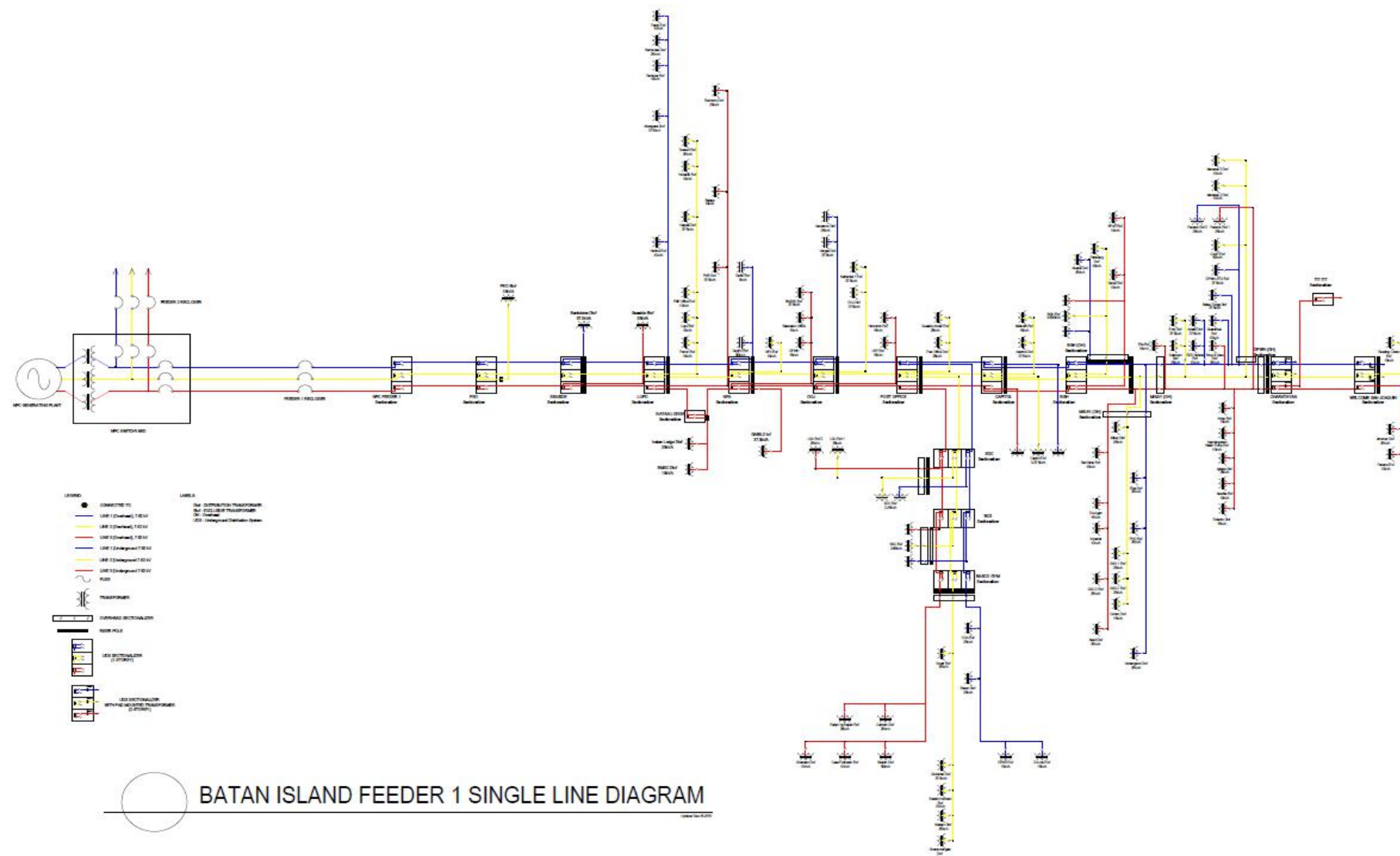


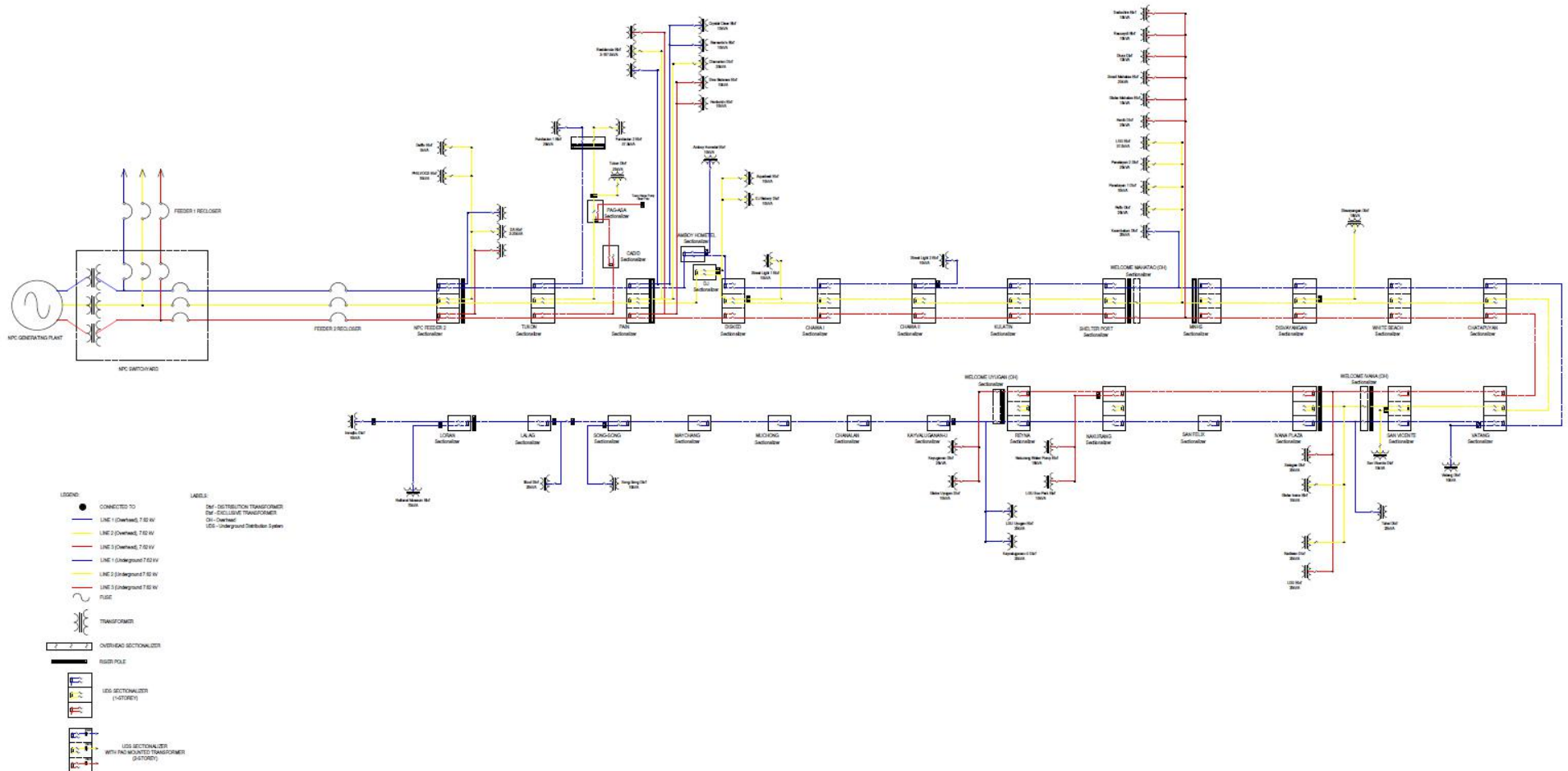


## **APPENDIX D**

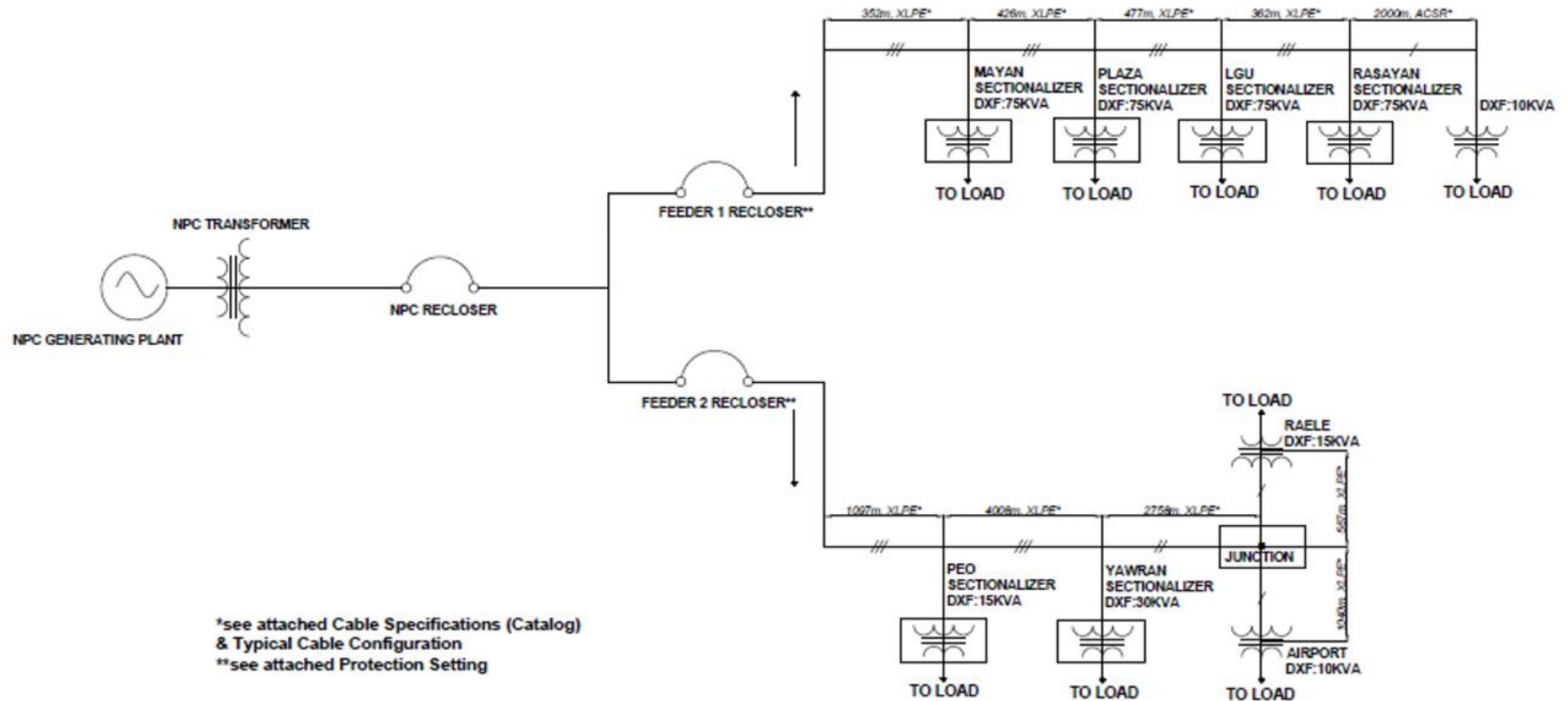
### **DISTRIBUTION SYSTEM SINGLE LINE DIAGRAM**

***NOTE: PLEASE BE ADVISED THAT THE ATTACHED DRAWING IS INTENDED FOR REFERENCE PURPOSES ONLY. THE DISTRIBUTION LINE DIAGRAM AND ITS CONTENT ARE SUBJECT TO CHANGE AND MAY VARY WITHOUT PRIOR NOTICE. FOR THE MOST ACCURATE AND UP-TO-DATE INFORMATION, ALWAYS REFER TO THE LATEST OFFICIAL DOCUMENTATION OR CONTACT THE CONCERNED DISTRIBUTION UTILITY/ELECTRIC COOPERATIVE.***



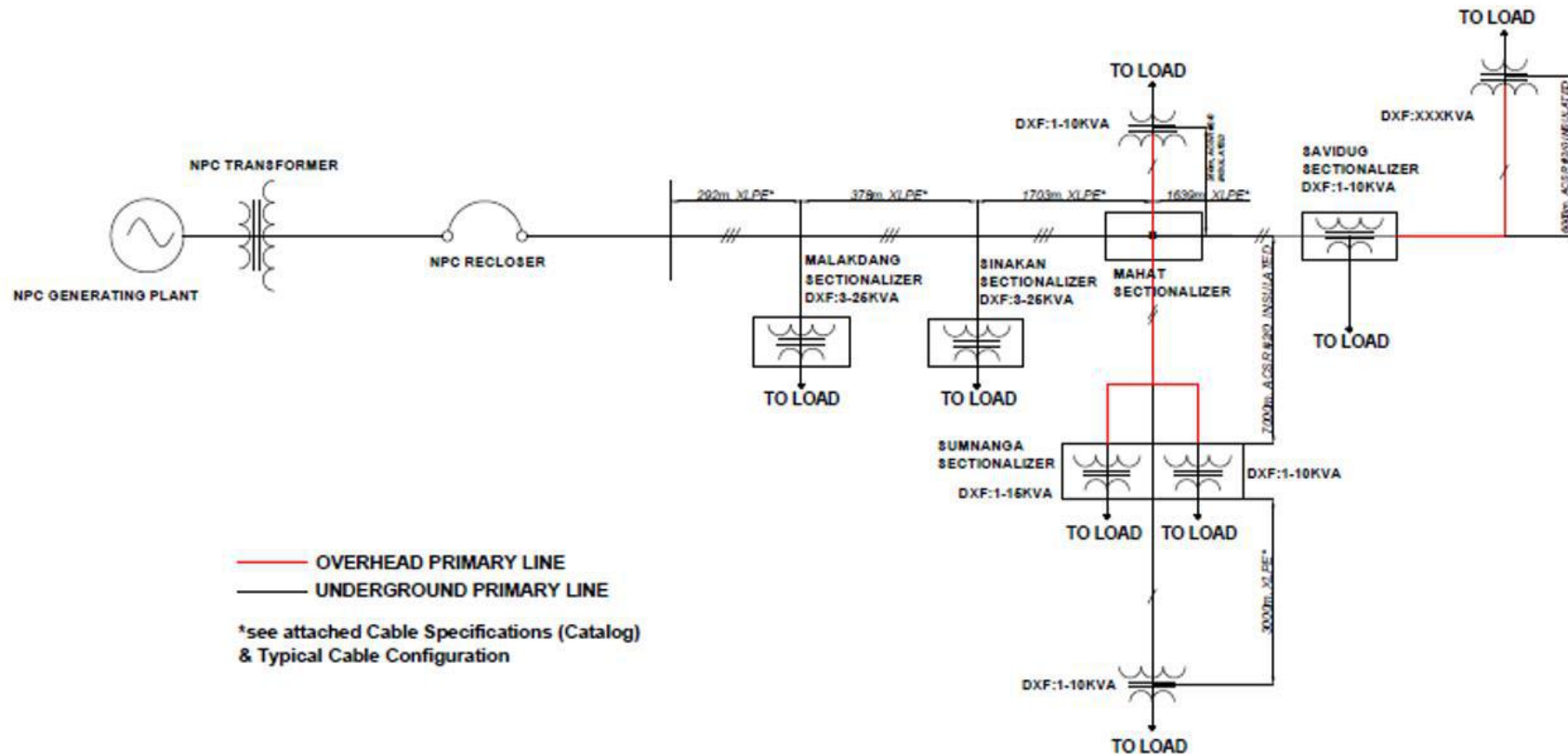


BATAN ISLAND FEEDER 2 SINGLE LINE DIAGRAM



ITBAYAT DISTRIBUTION SYSTEM SINGLE LINE DIAGRAM





SABTANG SYSTEM SINGLE LINE DIAGRAM

**APPENDIX E**

**RENEWABLE ENERGY POWER PURCHASED  
AGREEMENT (REPPA)**

**RENEWABLE ENERGY POWER  
PURCHASE AGREEMENT  
(REPPA)**

**BETWEEN**

**NATIONAL POWER CORPORATION**

Supply and Delivery of Renewable Energy for the  
Hybridization of Diesel Power Plant's  
[under Schedule I Cluster 1A - Batanes](#)

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**ANNEX C: ALLOWABLE DOWNTIME SCHEDULE ..... 26**

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This Renewable Energy Power Purchase Agreement (REPPA) entered between:

The **NATIONAL POWER CORPORATION** (NPC), a government-owned and controlled corporation duly organized and existing by virtue of Republic Act No. 6395, as amended, with principal office address at **Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Ave. (formerly BIR Road) cor. Quezon Ave.**, Diliman, Quezon City, Philippines, represented by its President and CEO, **FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as "**NPC**";

-and-

\_\_\_\_\_ with principal office address at \_\_\_\_\_  
\_\_\_\_\_, Philippines,  
represented \_\_\_\_\_ by its \_\_\_\_\_,  
\_\_\_\_\_ who is duly authorized to represent it in this  
transaction, hereinafter referred to as the "**Renewable Energy Power Provider (REPP)**";

(Each of NPC and REPP shall be referred to individually as a "Party" and jointly referred to as the "Parties")

**WITNESSETH THAT:**

WHEREAS, Section 70 of Republic Act No. 9136 or the Electric Power Industry Reform Act (EPIRA) mandated NPC, through its Small Power Utilities Group (SPUG) to be responsible in providing power generation and its associated power delivery systems in areas that are not connected to the transmission system;

WHEREAS, under Section 3 of the EPIRA IRR, the NPC-SPUG, is mandated to periodically assess the requirements and prospects of bringing power generation and associated power delivery systems to commercial viability on an area-by-area basis including a program to encourage private sector participation;

WHEREAS, the ERC, based on the application of NPC, has determined the Subsidized Approved Generation Rate (SAGR) of each franchise area being charged by NPC to its customers based on the Missionary Electrification Development Plan (MEDP) that the Department of Energy (DOE) formulates in consultation and coordination with NPC, National Electrification Administration (NEA), New Power Providers (NPPs), Independent Power Producers (IPPs), Electric Cooperatives (ECs)/Distribution Utilities (DUs) and Qualified Third Parties (QTPs).

WHEREAS, Section 2 of Republic Act No. 9513 or the "Renewable Energy Act of 2008" or "RE Act" states the policy of the State to increase the utilization of Renewable Energy

(RE) resources by institutionalizing the development of national and local capabilities in the use of renewable energy systems, and promoting its efficient and cost-effective commercial application by providing fiscal and non-fiscal incentives, among others;

WHEREAS, DOE Department Circular 2023-05-0014 requires NPC or its successor interest to source a minimum percentage or procure a portion of all of its energy requirements or supply from eligible Renewable Energy (RE) in order to fulfill its sacred duty to provide missionary electrification in the Off-Grid Areas. NPC is thereby mandated to formulate its Hybridization Program where the existing NPC SPUG diesel power plants shall be hybridized with RE system leading to the most optimal configuration in the concerned Off-Grid and Missionary Areas.

WHEREAS, the Department of Justice issued Opinion No. 14, S. 2019 declaring that the NPC-SPUG may enter into bilateral contracts with generation companies for the purpose of carrying out its missionary electrification under the EPIRA and the RE Act;

WHEREAS, after a competitive tender, \_\_\_\_\_ was determined as the bidder with the highest rated responsive bid price offer of \_\_\_per kWh and was awarded with the contract for a \_\_kW supply of electricity to NPC using \_\_\_\_\_ technology for Cluster No. \_\_, \_\_\_\_\_ and within the franchise area of \_\_.

**NOW, THEREFORE**, for and in consideration of the foregoing premise and the mutual covenants hereinafter contained, the Parties agree as follows:

## **SECTION 1 - DEFINITION OF TERMS**

- 1. Definitions, Interpretation, and Abbreviation.** The Definition of Terms attached herewith as **ANNEX A** shall form an integral part of this REPPA.

In the same manner, all documents annexed to this REPPA and all Tender Documents shall form an integral part thereof and shall be considered part of this REPPA.

## **SECTION 2 - SCOPE OF AGREEMENT**

- 2.1** This Agreement governs the relationship between **NPC** and **REPP** for the sale and supply of the Renewable Energy (RE) requirement of the (EC/DU Name).
- 2.2** NPC shall purchase and receive electricity from the REPP. There shall be no Capacity Fees and take-or-pay obligations in this REPPA.

### **SECTION 3 - EFFECTIVITY AND TERMS OF AGREEMENT**

- 3.1** This REPPA shall take effect on the date of confirmation by the REPP on the **NPC** issued Notice to Proceed (“Effective Date”) which must coincide with the execution of the REPPA by the Parties.
- 3.2** This REPPA shall remain in full force and effect from the Effective Date up to the end of the Contract Period of twenty-two (22) years covering the two (2) years pre-construction and construction and twenty (20) years plant operation or at the exhaustion of the **Contract Amount**.
- 3.3** The **REPP**’s committed Commercial Operation Start Date (COSD) must not exceed a period of twenty-four (24) months from the Effective Date of the REPPA.

### **SECTION 4 – OBLIGATIONS OF THE PARTIES**

The **REPP** shall have the following obligations:

- 4.1** The **REPP** shall design, finance, develop, construct, test, commission, operate and maintain the following renewable energy power plants (with Battery Energy Storage Systems (BESS) as needed) in the following NPC-SPUG plants and areas:

Contract Area: Cluster 1A- Batanes		
ITEM	DESCRIPTION	REPP’s DATA
<b>Plant: Basco DPP</b>		
1.0	RE Type	
2.0	Capacity* (kW in AC)	
3.0	BESS (kWh), as applicable	
4.0	Availability, (PCF or Annual Daily Average in Hours)	
5.0	Minimum Annual Generation (MAG <sub>Plant1</sub> ) (kWh)	
6.0	Commercial Operation Start Date (COSD)	
<b>Plant: Sabtang DPP</b>		
1.0	RE Type	
2.0	Capacity* (kW in AC)	
3.0	BESS (kWh), as applicable	
4.0	Availability, (PCF or Annual Daily Average in Hours)	

5.0	Minimum Annual Generation (MAG <sub>Plant2</sub> ) (kWh)	
6.0	Commercial Operation Start Date (COSD)	
<b>Plant: Itbayat DPP</b>		
1.0	RE Type	
2.0	Capacity* (kW in AC)	
3.0	BESS (kWh), as applicable	
4.0	Availability, (PCF or Annual Daily Average in Hours)	
5.0	Minimum Annual Generation (MAG <sub>Plant3</sub> ) (kWh)	
6.0	Committed Commercial Operation Start Date (COSD)	
Total Minimum Annual Generation for the Cluster (MAG <sub>REPP</sub> ) (kWh)		

Notes:

1. \* Shall be determined based on the given load curve data in Annex C.
2. Any offer not meeting the NPC minimum requirements shall be grounds for disqualification.
3. The BESS with at least 25% of the committed capacity will be used to support the shifting operation from RE to diesel and vice versa. However, REPP may opt to install higher capacity if it intends to offer a longer availability period.
4. Offered MAG<sub>PLANT</sub> lower than the minimum annual generation requirement of NPC OR higher than the product of REPP's committed Capacity and Availability multiplied by 365 days will be grounds for disqualification.
5. MAG<sub>REPP</sub> = MAG<sub>PLANT1</sub> + MAG<sub>PLANT2</sub> + MAG<sub>PLANT3</sub>

**4.2 The REPP shall provide Performance Security for the development, construction, and operation of the RE Facility.**

**4.2.1. To post and maintain a Development and Construction Performance Security until completion of the RE Facility.**

- a. Within ten (10) calendar days from receipt of the Notice of Award by the REPP from the Procuring Entity but in no case later than the Effective Date, the successful Bidder shall furnish the Development and Construction Performance Security in any forms prescribed in Section 39 of the 2016 revised IRR of RA 9184 wherein the amount of which shall be based on Total Cost of RE Facility.

**4.2.2 To post an Operation Performance Security annually for the entire Cooperation Period.**

- a. Within ten (10) calendar days from the Commercial Operation Start Date (COSD) of the RE facility, the REPP shall furnish the Operation Performance Security in any forms prescribed in Section 39 of the 2016 revised IRR of RA 9184.
- b. Within ten (10) calendar days before the expiration of the annual Performance Security within the cooperation period, the REPP shall



renew the Operation Performance Security in any forms prescribed in Section 39 of the 2016 revised IRR of RA 9184.

4.2.3 The performance security to be posted by the REPP shall comply with the requirements specified in the SCC.

4.3 The **REPP** shall be responsible for the site acquisition or lease, site investigation/assessment, securing of and compliance with regulatory requirements which include but not limited to service contracts, licenses, permits, clearances, certifications, and interconnection of its renewable energy power plant facility with **NPC's** transmission/ distribution and switchyard facility or assigned connection point prior to its committed COSD. The interconnection shall include the installation of Tie Line and Revenue Meter.

4.4 The **REPP** shall begin to operate and sell its generated power to **NPC** on its committed COSD.

In the event of inexcusable delay in the committed COSD, penalty shall be imposed to the **REPP** by paying Liquidated Damages ("LD") per RA 9184 to be computed using the formula shown below:

$$LD = 1/10 \times [0.01((\text{Offered Annual Generation in kWh}/365) \times (\text{Bid Price Offer in Php/kWh}) \times (\text{No. of days delayed}))]$$

4.5 The **REPP**, subject to Section 4.6, shall provide a continuous and stable supply of electricity in accordance with Good Industry Practice, for a Monthly Daily Average of \_\_\_\_ hours or the equivalent total Committed Annual Generation of \_\_\_\_ kWh.

4.6 The REPP's supply of energy shall be available continuously except for interruption or reduction due to:

- a. Causes beyond the control of the **REPP** including Force Majeure;
- b. **Distribution/transmission line failure;**
- c. Allowable Downtime Schedule (Annex C).

4.7 There shall be a Monthly Revalidation by NPC of the submitted Energy Fee Invoice by the REPP every 5<sup>TH</sup> day of the following month after the conduct of the Monthly Meter Reading in order to review the **REPP's** meeting the Annual Generation Committed by the REPP requirement subject to the reductions provided in the preceding section above or corresponding computed Penalty Charges as provided in Section 4.8.

- 4.8** During the cooperation period, in the event that the **REPP** will not be able to meet the MAG as determined under Section 4.7, a Penalty Charge shall be imposed to the **REPP** to cover any shortfall, except those mentioned in Section 4.6. The Penalty Charges shall be computed monthly and reconciled at the end of the year as shown in the formula below:

$$P = M_{(\text{Jan})} + M_{(\text{Feb})} + M_{(\text{Mar})} + \dots + M_{(\text{Dec})}$$

Where: **P** = Yearly Penalty to be imposed to REPP due to shortfall on Generated Electricity

$$M = \text{Computed Monthly Penalty} = [(M_c - M_a) \times FR \times D] - [(M_c - M_a) \times WBTR]$$

**M<sub>c</sub>** = Committed Energy (kwh) for the Month

**M<sub>a</sub>** = Actual Generated Energy (kwh) for the Month

**FR** = Fuel Rate at 0.30 Liters/kwh

**D** = Peso per Liter Cost of Diesel for the Month

**WBTR** = Winning Bidder's Tariff Rate

The Annual Reconciliation covering January to December Monthly Billing of the previous year, shall take place on the 1<sup>st</sup> Week of January of the succeeding year. The Penalty Charge for shortfall, if there are any, shall be deducted from the claim of the REPP on the same month or may still be deducted in the succeeding months until the total Penalty Charge is paid.

Penalty computation on the 20<sup>th</sup> year shall be computed monthly and corresponding penalty charge for the month, if there are any, shall be deducted on the billing of the succeeding month.

- 4.9** The **REPP** shall exclusively sell its generated energy to **NPC** and shall not sell or contract out any capacity and energy to any other off-taker considering that investment cost recovery form part of its bid price offer for the project.

The **NPC** shall have the following obligations:

- 4.10** **NPC** shall pay the **REPP** for the energy received and delivered in accordance with Section five below.
- 4.11** Notwithstanding the MAG requirement for the REPP, **NPC** is not under any obligation to pay any generated energy other than what was only received by **NPC** as metered except for cases where the inability to take or receive any generated energy is due to the sole fault of NPC except for reasons other than force majeure.
- 4.12** **NPC** shall be responsible for Transmission Wheeling and Metering Services to the Distribution Utilities.
- 4.13** **NPC** shall witness the conduct of Testing and Commissioning, Final

Inspection of the RE facility of the REPP, and attest to its successful commissioning.

- 4.14 NPC** shall issue a Certificate of COSD for each RE facility based on the actual start date of operation in which the Cooperation Period will be based.

### **SECTION 5 – CHARGES AND ADJUSTMENTS**

- 5.1** The **NPC** shall pay for energy at the rate of P\_\_\_\_\_ per kWh (“Contract Price”) on a take-and-pay basis. The Contract Price shall be fixed for the duration of the Cooperation Period.
- 5.2 NPC** will receive and pay for all the energy generated measured at the **NPC** assigned Delivery/ Tapping/ Metering Point, which shall also be the Connection Point of energy. There shall be no capacity fee payment, except for energy delivered.
- 5.3** The REPP shall conduct a meter reading every 25th day of the month and **NPC** shall be allowed to witness the reading. The full documentation of the meter reading must be included in the Energy Fee Invoice. Within five (5) business days from the end of each Monthly Billing period, REPP shall deliver to NPC, Energy Fee Invoice covering the actual energy delivered/ generated.
- 5.4** Each Energy Fee Invoice shall be due and payable within thirty-seven (37) calendar days from NPC’s receipt of said Invoice, provided that the REPP shall comply with the following at all times:
- 5.4.1 Complete supporting documents. To ensure timely payment of Energy Fee, REPP shall submit the Energy Fee Invoice with complete supporting documents and references (Refer to Annex E). An Energy Fee Invoice with incomplete supporting documents and references shall not be processed by NPC. Failure of REPP to comply therewith shall preclude REPP to charge interest or any form of penalty against NPC.
  - 5.4.2 Manner of Payment. All sums indicated in the Energy Fee Invoice shall be paid in Philippine Pesos to REPP thru NPC’s regular check, maintained either at the Land Bank of the Philippines (“LBP”), in the account name of the REPP
  - 5.4.3 No Deduction. All payments shall be free and clear of any deductions, bank draft or delivery charges, off-set, counterclaims, taxes and other similar fees and charges, unless mandated by law or agreed upon by the parties.
  - 5.4.4 For cases where the REPP is able to deliver electricity, but NPC is unable to receive electricity for reasons other than force majeure, the

undelivered volume of energy shall be computed based on the available capacity of the renewable energy resource and the number of hours that the volume should have been delivered but not to exceed the winning offered operating hours in a day. This undelivered volume shall be considered and added to the committed MAG of the REPP and shall be paid accordingly by NPC based on the Contract Price.

**5.5 Process Flow.** The procedure to be followed for Section 5.2, 5.3 and 5.4 shall be laid out in Annex D.

**5.6 Value Added Tax.** Value-Added Tax, when applicable, shall be taken into consideration in the computation of the Energy Fee.

**5.7 Billing Dispute.** In the event NPC disputes any amount of the Energy Fee, then the following provisions shall apply:

5.7.1 NPC shall notify REPP in writing within fifteen (15) calendar days from the date of receipt of the Energy Fee Invoice together with the disputed amount and the basis thereof (the "Billing Dispute"). Except for a Force Majeure event, any Energy Fee Invoice which remains undisputed in full or in part within the fifteen (15) days period shall be deemed confirmed and shall be paid to REPP in accordance with Section 5.4 of this REPPA. In case of partial dispute in the amount of Energy Fee billed, NPC shall disburse only the undisputed portion of the Energy Fee Invoice. Any billing dispute shall be addressed in the manner specified in Section 9.4 of this REPPA.

5.7.2 Within seven (7) calendar days from receipt of the Billing Dispute, the Parties' respective officers responsible for the billing and disbursement shall then communicate, meet and resolve the matter within thirty (30) calendar days or within such longer period as the Parties may agree.

5.7.3 If the Billing Dispute is not resolved by the Parties within the period indicated in Section 5.7.2 hereof, the procedure for settlement of disputes as provided for in Section 9.4 shall then be observed.

## **SECTION 6 – COORDINATION PROTOCOL**

For proper coordination of the Parties on certain operational matters, particularly during power interruption, a **Joint Coordination Protocol** is attached as **ANNEX B** indicating the responsibilities and actions expected of each Party, shall be followed as well as the applicable provisions of the Distribution Code.

## **SECTION 7 – TERMINATION**

- 7.1 The occurrence of the following events shall constitute just cause for the termination of the REPPA without prejudice to the provisions under Section Eight (Indemnification):
- A. Default. Failure by either Party in the due observance or performance of any term, covenant, or agreement contained herein, which breach or failure continues unremedied or uncorrected for a period of sixty (60) days after written notice, specifying the breach and requiring it to be remedied, shall have been given to the breaching Party by the other Party.
  - B. Incapacity. An assignment by either Party for the benefit of creditors; the filing of a petition for bankruptcy by either Party; adjudication of insolvency or bankruptcy of either Party; application or petition to any tribunal for the appointment of receiver/s.
  - C. Breach. At least three repeated acts of violation of the provisions of this Agreement, notwithstanding the cure or correction of the breach within the time allowed.
  - D. Cessation by either party of its business, operations, or legal existence.
  - E. Non-occurrence of the Commercial Operation Start Date after a period of six (6) months from the committed COSD due to the fault of the REPP.
  - F. Other applicable grounds under Annex "I" of RA 9184 and its IRR.
- 7.2 The termination of this REPPA, however, based on the foregoing grounds/reasons shall not excuse any Party from payment of any outstanding obligations to the other Party incurred prior to the said termination.

Notwithstanding any other provisions in the foregoing, the REPP shall not be excused from the payment of Liquidated Damages for Delay. NPC shall have the right to cause the forfeiture of its Development and Construction Performance Security upon Termination by reason of the non-occurrence of the committed COSD after a period of six (6) months.

## **SECTION 8 – INDEMNIFICATION**

### **CROSS INDEMNITY**

- 8.1 The Defaulting Party shall indemnify, defend and hold harmless the Aggrieved Party, its officers, directors, employees, contractors, and agents from and against all damages, losses and reasonable expenses, including but not limited to reasonable legal fees, suffered or paid by the Aggrieved Party as a result of any and all claims for personal injury, death or property damage, except economic loss, to third parties due to an event occurring during the Term of this Agreement and arising directly out of or resulting from



any act or omission of the Defaulting Party or its agents or employees, except to the extent that it was caused by any act or omission of the Aggrieved Party or the failure by the latter to take reasonable steps to mitigate the damage or harm. In the event such injury or damage results from the joint or concurrent negligence of the Parties, each shall bear its own loss or damage.

- 8.2 **REPP**, in performing its duties and responsibilities in this agreement, shall hold **NPC** free and harmless from any damages, liability or responsibility to any person or property arising out of or as a consequence of the fault or negligence of **REPP**, its agents, employees, or guests. **REPP** hereby assume full responsibility for any damage or injury that may be caused to the person or property of third parties, including wrongful death, while performing any of its duties and responsibilities in this agreement, and further binds itself to hold **NPC** free and harmless from any such claim for injury or damage. **REPP** shall indemnify the **NPC** for all damages which the latter may sustain on account of any process or order of a court or administrative body concerning any case relative to the activities and performance of the duties of **REPP**. Likewise, **REPP** shall hold the **NPC** free and harmless from any and all suits, claims, or damages that may be instituted by any party by reason of this Agreement, including its implementation, and the non-observance of any rule, regulation, or law applicable, or the non-performance of any obligations herein contained. Lastly, **REPP** shall likewise protect **NPC** from any complaints arising from the former's operations and performance of its obligations under this Agreement.

#### **NOTICE OF CLAIM**

- 8.3 A Notice of Claim for indemnification pursuant to the immediately preceding Section shall be sent by one Party to the other within twenty (20) calendar days from the occurrence of the event or knowledge thereof which gave rise to such damage or injury.

#### **CONSEQUENTIAL LOSSES**

- 8.4 In no case shall any Party be entitled to any indirect or consequential losses or damages, whether or not such losses or damages are subject to the indemnities.

#### **SURVIVAL**

- 8.5 The Provisions of this Section shall survive termination of this Agreement with respect to an event occurring before the termination.

### **SECTION 9 – MISCELLANEOUS PROVISIONS**

#### **9.1 VALIDITY AND BINDING EFFECT**

This Agreement shall bind the Parties, their respective assigns, buyers, transferees, or successors-in-interest. If any part or parts of this Agreement is or are declared invalid by competent courts during its effectivity, the other parts shall not be affected or impaired.

## **9.2 LIABILITIES**

**NPC** shall not be liable for any damage suffered by **REPP** if **NPC** generates or transmits electricity in accordance with the prescribed standards of distribution code for missionary areas.

**REPP** shall be liable for any damages to **NPC** diesel power plant/ distribution facilities due to non-compliance with electrical regulations/ standards or distribution codes.

## **9.3 FORCE MAJEURE**

Force Majeure is an extraordinary event which cannot be foreseen or which though foreseen, cannot be avoided. The event must render it impossible for a Party to fulfill its obligation in a normal manner despite the exercise of due care. Force Majeure shall not excuse either Party from exercising due care to prevent it or minimize its effects. Force Majeure shall only be limited to a storm, typhoon, lightning, flood, drought, earthquake, tsunami, fire, war, rebellion, insurrection, riot, naval or other blockade, labor disturbance, civil unrest, and other analogous circumstances natural or man-made. For the avoidance of doubt, force majeure does not include absence or limited RE resources like sunlight, wind, water, etc. that limits energy production.

In the event of Force Majeure and there are facilities that can still be operated by either of the Parties, said party shall continue to perform its obligations under this Agreement to the extent not affected by Force Majeure.

Restructuring of the electricity industry, unbundling of business functions or power rates, insolvency or business losses shall not be considered as an event of Force Majeure.

A Party may be excused from the prompt performance of its obligations under this Agreement by reason of Force Majeure, subject to the provisions herein.

The affected Party shall notify the other in writing of a Force Majeure situation within the period of thirty (30) days from its occurrence. The other Party shall have sixty (60) days to verify or deny in writing that such a situation exists.

A verified event of Force Majeure which prevents a Party from supplying or taking electricity for at least six (6) months or agreed upon by both parties to prevent the supply or taking of electricity for a continuous period of at least six (6) months shall entitle either Party to terminate this Agreement.

#### **9.4 SETTLEMENT OF DISPUTES**

The Parties shall exert reasonable efforts to amicably and extra-judicially settle all disputes arising from, or in connection with this Agreement within thirty (30) days from the time the dispute arose which is understood to be the date the Defaulting Party receives the formal extrajudicial demand or notice to comply with the terms of the agreement.

Should the Parties fail to arrive at an amicable settlement within the period stipulated, any of the Parties can initiate proceeding with the ERC pursuant to Section 43 (u) of Republic Act 9136 without prejudice to the filing of the legal action with the appropriate court in Quezon City, but only in the event that the dispute is declared by ERC or any competent authority to be outside of its jurisdiction.

#### **9.5 NOTICES**

Any notice, demand, or request by the Parties to this Agreement shall be deemed properly served upon actual receipt of the notice, demand, or request notwithstanding the form of transmittal of the said notice, demand, or request. Any notice, demand, or request shall likewise be deemed served if it is delivered personally to the signatories or their duly authorized representatives at their indicated address, which in this case is the office address in the first page of this Agreement.

#### **9.6 NON-WAIVER CLAUSE**

Failure of **NPC** to enforce any of the provision of this Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights, or in any way affect the validity of this Agreement.

#### **9.7 ASSIGNABILITY**

**NPC** may assign, cede, transfer, allocate wholly and/or partly its rights and obligations under this REPPA to any of its successor in interest or as provided under any applicable rules.

NPC may assign the REPPA to the Successor Entity of NPC SPUG or to the concerned Electric Cooperative/Distribution Utility (EC/DU) which must include any existing REPPA in their Power Supply Procurement Plan (PSPP).

Section 5(a)(ii) under the Department Circular (DC) No. DC2023-05-0014, "Promulgating the Revised Rules and Guidelines Governing the Operationalization of the Renewable Portfolio Standards for Off-Grid Areas Pursuant to Section 12 of the Renewable Energy Act of 2008", or known as the "Revised RPS Off-Grid Rules" prescribes that the concerned DU, NPP and NPC-SPUG shall prepare and agree on a Take Over Program (TOP) defining the transition to full service by NPP in the area. The TOP shall include plans and programs covering the transition from existing NPC-SPUG

supply to full assumption by the NPP of the power generation business, and the needed enhancement in transition and/or distribution facilities.

REPP shall not be authorized to assign, cede, transfer, allocate wholly or partly any of its rights and/or obligations under this Agreement without the prior written consent of NPC, which notice must be given by the REPP sixty (60) days from the intended date of assignment, and provided that the assignee is a subsidiary of REPP of which the latter shall remain solidary liable in case of default or violation under this REPPA.

Effectivity of any such assignment shall be subject to the payment by **REPP** of any outstanding obligations with NPC, if there be any AMENDMENT

Any change, alteration, modification, or addition to this Agreement shall not be effective unless in writing and properly executed by the Parties.

#### **9.8 ENTIRE AGREEMENT**

This Agreement shall supersede and cancel all other previous understanding and practices, if any, between NPC and REPP on the sale of electricity relative to this Agreement.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed in more than one copy each of which shall be deemed to be an original as of the date of this Agreement.

**NATIONAL POWER CORPORATION  
(NPC)**

**REPP**

**FERNANDO MARTIN Y. ROXAS**

President and CEO

\_\_\_\_\_  
\_\_\_\_\_

**Signed in the presence of:**



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

### **ACKNOWLEDGMENT**

Before me, a Notary Public for and in \_\_\_\_\_, Philippines, this \_ day of \_\_\_\_\_, 202\_\_, personally appeared \_\_\_\_\_ known to me and known to be the same person who executed the foregoing Renewable Energy Power Purchase Agreement, consisting of \_\_\_\_\_ pages, including the page where this Acknowledgment is written, all pages signed by both Parties and their instrumental witnesses, and she acknowledged before me that the same is her free and voluntary act and deed and that of the entity she represents.

**WITNESS MY HAND AND SEAL**, on the date and place first above written.

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;

Series of 202\_\_\_\_

REPUBLIC OF THE PHILIPPINES )  
\_\_\_\_\_) S.S.

### **ACKNOWLEDGMENT**

Before me, a Notary Public for and in \_\_\_\_\_, Philippines, this \_ day of \_\_\_\_\_, 202\_\_, personally appeared \_\_\_\_\_ known to me and known to be the same person who executed the foregoing Renewable Energy Power Purchase Agreement, consisting of \_\_\_\_\_ pages, including the page where this Acknowledgment is written, all pages signed by both Parties and their instrumental witnesses, and she acknowledged before me that the same is her free and voluntary act and deed and that of the entity she represents.

**WITNESS MY HAND AND SEAL**, on the date and place first above written.

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;

Series of 2023

## ANNEX A: DEFINITION OF TERMS

**Definitions.** Wherever used in this Agreement, its Schedules, Attachments or Annexes, unless the context otherwise requires, the following items shall have the following meanings:

- (a) “Actual Total Cost of Generation Rate” means the total cost incurred by NPC to generate the supply of electricity to its customers
- (b) “Allowable Scheduled Downtime” means the maintenance days or schedule approved by NPC to ensure system stability and for safety reasons as may be provided by laws, rules or regulations.
- (c) “**Minimum Annual Generation (MAG)**” means the minimum energy committed to be supplied by the REPP equivalent to 3.8 Hours per day multiplied by the number of days of the specific month.
- (d) “Assignability” means by reason of private sector participation in the generation function in the franchise area, NPC shall assign, sell or transfer a part or all of its rights under this Agreement.
- (e) “Basic Rate” is the Subsidized/Approved Generation Rate (SAGR) duly approved by ERC for the year of the Commercial Operations Start Date.
- (f) “Commercial Operations Start Date” or “COSD” is defined as the date after which all testing and commissioning has been completed and is the initial date to which the REPP can start producing electricity for sale to NPC.
- (g) “Competitive Selection Process” or “CSP” shall be consistent with the principles of Department Circular No. DC 2018-02-0003 of the DOE and have the meaning referred in the Guidelines for the Setting and Approval of Electricity Generation Rates and Subsidies for Missionary Electrification Areas, approved in ERC Resolution No. 11, Series of 2005, and subsequent amendment, if any.
- (h) “Contract Energy” means the actual energy in kilowatt-hour (kWh) delivered per billing period allocated by REPP to NPC.
- (i) “Contract Price” means the price offered by the REPP during the Tender Process and accepted by NPC as the Highest Rated Responsive Bid (HRRB).

- (j) “Contract Year” means each successive period of twelve (12) consecutive Billing Months during the Commercial Operations Period.
- (k) “Cooperation Period” means the period of twenty (20) years of operations counted from the Effective Date.
- (l) “Defaulting Party” means the Party causing the Event of Default.
- (m) “Delivery” means the transmission of electricity from the generating plant to the Delivery Point of NPC.
- (n) “Connection Point” means the delivery/ tapping/metering point assigned by NPC
- (o) “Department of Energy” or “DOE” means the government agency created pursuant to Republic Act No. 7638, as amended by Republic Act No. 9136 and Republic Act No. 9513.
- (p) “Distribution Utility” or “DU” as defined in Republic Act No. 9136 including existing Local Government Units which has an exclusive franchise to operate a distribution system.
- (q) “Energy Fee Invoice” – means the document that contains the Contract Energy and the amount in pesos payable to REPP.
- (r) “Energy Regulatory Commission” or “ERC” means the agency created under Section 38 of Republic Act No. 9136.
- (s) “Event of Force Majeure” and “Force Majeure” means the condition provided for in Section 9 in this Agreement.
- (t) “Missionary Electrification” means the provision of basic electricity service in Unviable Areas with the ultimate aim of bringing the operations in these areas to viability levels, including the provision of power generation and its associated power delivery systems in areas that are not connected to the national grid transmission system.
- (u) “Monthly Billing” means the billing period beginning 12:00 pm every 25<sup>th</sup> day of the current month until 12:00 pm of the 25<sup>th</sup> day of the following month.
- (v) “National Power Corporation-Small Power Utilities Group” or “NPC-SPUG” means the unit in NPC that directly administers and performs the missionary electrification function of NPC pursuant to Section 70 of Republic Act No. 9136.

- (w) “Penalty Charge” shall mean the penalty imposed on the REPP for not meeting the MAG committed by the REPP which must not be lower than the minimum annual generation requirement of NPC and must not be higher than the product of REPP’s committed Capacity and Availability multiplied by 365 days. The above Penalty Charge for shortfall shall be replaced upon effectivity of the RPS Penalty in the off-grid areas per DOE Circular No. 2023-005-0014.
- (x) “Renewable Energy Power Provider” or “REPP” means the private entity who designs, finances, develops, constructs, operates and maintains a renewable energy power plant and Battery Energy Storage Systems (BESS) and sells the energy generated to NPC.
- (y) “Renewable Energy Power Purchase Agreement” or “REPPA” of “Agreement” means this agreement and its annexes including the Tender Documents.
- (aa) “Subsidized Approved Generation Rate” or “SAGR” refers to the generation tariff approved by the ERC for the SPUG plants.
- (bb) “Tender Documents” means all the documents used in the bidding process and which shall form an integral part of this Agreement..

All definitions regarding tariff shall be based on ERC definitions.

**Interpretation.** In this Agreement, its Schedules, Attachments or Annexes, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) reference to a natural person includes any corporation or legal entity;
- (d) reference to a party in any document includes that party’s successors and permitted assigns;
- (e) reference to an Article, Section, Schedule, Attachment or Annex is to an article, section of, attachment to, or annex to this Agreement, and any such Annex or Schedule referred to should be incorporated by this reference and is an integral part of this Agreement;



- (f) unless otherwise provided herein, reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement;
- (g) “including” shall not be construed as being by way of limitation and “otherwise” shall not be construed as limited by words with which it associated;
- (h) any reference to a governmental ministry, department, authority or agency shall be construed as including a reference to any governmental ministry, department, authority or agency which succeeds to the functions thereof;
- (i) the word “reasonable” appearing before “approval”, “consent”, “satisfaction” or any similar word shall mean that the approval, consent, expression of satisfaction or other decision to be made as to the particular matter or thing concerned shall not unreasonably be withheld or delayed. Conversely, if the word “reasonable” does not so appear, the approval, consent, expression of satisfaction or other decision to be made may be given or made solely at the unfettered discretion of the Party concerned; and,
- (j) the expression “to the best of its knowledge” shall mean to the best of the knowledge and belief of the Party concerned, having made all due and reasonable inquiry.

**Abbreviations.** In this Agreement, its Schedules, Attachments or Annexes:

- (a) “kV” means kilovolt;
- (b) “kW” means kilowatt;
- (c) “kWh” means kilowatt-hour;
- (d) “MW” means megawatt; and
- (e) “PhP” and “Peso(s)” mean the lawful currency of the Republic of the Philippines.

## ANNEX B: JOINT COORDINATION PROTOCOL

EVENT/ISSUE	EC/DU	REPP	NPC-SPUG
<b>A. Line Tripping</b>	<ol style="list-style-type: none"> <li>1. Lineman from ECs/DUs shall conduct inspection of distribution line to determine the cause of line tripping.</li> <li>3. Lineman from ECs/DUs shall perform necessary corrective action to clear any line fault on distribution line.</li> <li>4. The lineman/personnel from ECs/DUs shall certify to NPC plant personnel that the distribution line is clear and no lineman working on the circuit to avoid accident.</li> <li>5. Lineman/personnel from ECs/DUs shall give clearance to NPC plant/REPP plant that the circuit is ready for energization.</li> </ol>	<ol style="list-style-type: none"> <li>1. Verify from NPC plant personnel if there is line tripping.</li> <li>2. Resume the operation upon the advice of NPC plant.</li> </ol>	<ol style="list-style-type: none"> <li>1. Coordinate with ECs/DUs lineman/personnel to verify the occurrence of line fault on distribution line and to be recorded.</li> <li>2. Inform the REPP Plant personnel the cause of line tripping.</li> <li>3. Verify from ECs/DUs that the line is clear then advise the REPP Plant personnel to re- start the RE operation for synchronization to line circuit/ distribution lines.</li> </ol>

EVENT/ISSUE	EC/DU	REPP	NPC-SPUG
B. Plant Tripping		<ol style="list-style-type: none"> <li>1. inform NPC Plant personnel the cause of RE Facility tripping.</li> <li>2. Verify the plant trouble and inform the NPC plant.</li> <li>3. Conduct necessary corrective action to be ready to re-energize line/system once the plant is available and secure clearance to NPC plant personnel.</li> </ol>	<ol style="list-style-type: none"> <li>1. Inform the ECs/DUs for the cause of the plant tripping either NPC or RE Facility who are in operation and the estimated downtime.</li> <li>2. Conduct necessary corrective action/s to bring unit/plant to operation.</li> <li>3. inform ECs/DUs when the plant shall be ready and available.</li> </ol>
C. Scheduled Plant Maintenance	1. On the scheduled date of ECs/DUs maintenance on its system. The ECs/DUs shall inform NPC five (5) days ahead	1. Inform NPC plant five (5) days ahead for its maintenance schedule on RE Facility.	<ol style="list-style-type: none"> <li>1. Operate its generating sets during the RE Facility is scheduled for maintenance.</li> <li>2. And in accordance to the power requirement of the ECs/DUs.</li> </ol>
D. Plant/Line Restoration	<ol style="list-style-type: none"> <li>1. Upon completion of its maintenance activities, ECs/DUs shall inform NPC Power Plant of its readiness to re-energize its line.</li> <li>2. ECs/DUs shall give clearance</li> </ol>		<ol style="list-style-type: none"> <li>1. Upon completion of its maintenance activities, NPC Power Plant shall inform ECs/DUs of its readiness to resume plant operation.</li> <li>2. NPC Power Plant startup shall only</li> </ol>

EVENT/ISSUE	EC/DU	REPP	NPC-SPUG
	<p>before re-energization of line/system can take place. ECs/DUs can be held liable for subsequent tripping of power plant due to line fault upon re-energization.</p> <p>3. ECs/DUs shall then inform NPC Power Plant once its system operation has been restored to normal status</p>		<p>be undertaken after the ECs/DUs has given clearance for the energization of its line/system.</p>
<b>E. Emergencies</b>	<p>1. ECs/DUs shall inform NPC Plant of any emergency, existing or foreseen, that will affect operation of its distribution system and/or will impact on the power plant operation.</p> <p>2. ECs/DUs shall likewise inform NPC Plant once the previously declared emergency has cleared or stopped.</p>	<p>1. Inform NPC plant of any emergency, existing or foreseen, that will affect its RE Facility generation and/or the supply of power to its line system.</p> <p>2. Inform the NPC plant the cessation or end of any previously declared emergency.</p>	<p>1. Inform ECs/DUs of any emergency, existing or foreseen, that will affect its power plant generation and/or the supply of power to its line system.</p> <p>2. Inform the ECs/DUs of the cessation or end of any previously declared emergency.</p>
<b>F. Contractual Matter/s</b>	<p>1. Matters pertaining to the terms and conditions of the Power Supply Agreement, such as amendment or revision of Contract Demand/Energy,</p>	<p>1. Billing kWh Meter of RE Facility should be test annually for accuracy test.</p>	<p>1. NPC shall act timely on ECs/DUs issues and concerns re PSA terms and conditions.</p>

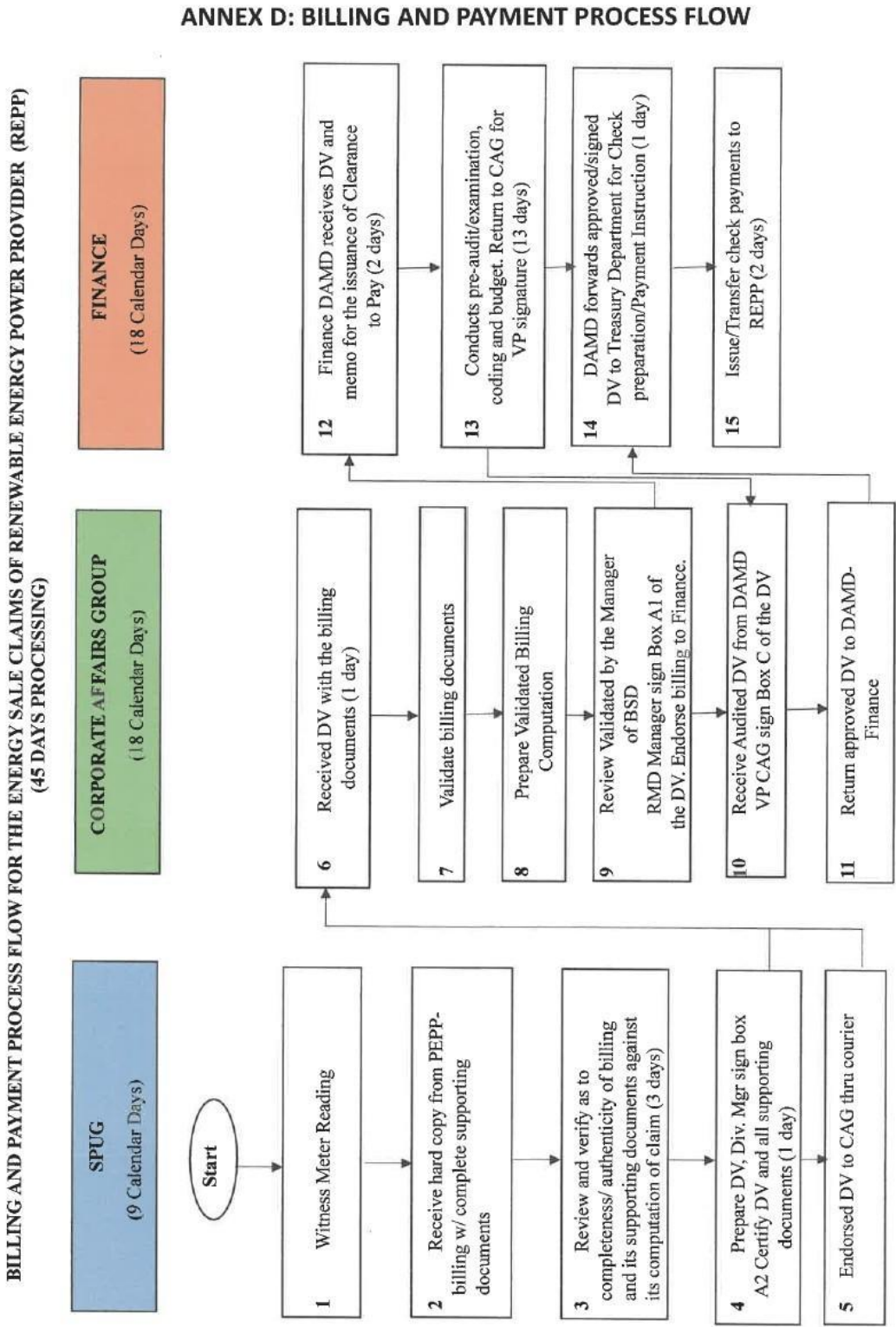
EVENT/ISSUE	EC/DU	REPP	NPC-SPUG
	shall be brought to the attention of NPC through formal communication, observing the required advance notification or lead time.		

#### **ANNEX C: ALLOWABLE DOWNTIME SCHEDULE**

**(Note: The winning Bidder will propose its downtime schedule subject to NPC's approval/confirmation)**



ANNEX D: BILLING AND PAYMENT PROCESS FLOW



## **ANNEX E: DOCUMENTATION FOR THE ENERGY FEE INVOICE**

### **AUDIT REQUIREMENTS FOR PAYMENT OF POWER PURCHASE TO RENEWABLE ENERGY POWER PROVIDER (REPP)**

#### **FIRST CLAIM:**

#### **SOURCE**

- |    |   |               |
|----|---|---------------|
| 1. | Approved/Signed Renewable Energy Power Purchase Agreement (REPPA)         | -REPP         |
| 2. | Notice of Award   | -REPP         |
| 3. | Issuance of DCE/Cost Center Number/Monitoring                             | -NPC-FIN/ CAG |
| 4. | Certificate of Commercial Operation                                       | -REPP & NPC   |
| 5. | Performance Security for the development, construction of the RE Facility | -REPP         |
| 6. | Operation Performance Security to be submitted annually                   | -REPP         |
| 7. | Name and designation of NPC-SPUG's authorized Representative/witness      | -NPC-SPUG     |

#### **FIRST & SUCCEEDING BILLINGS:**

- |     |  |                       |
|-----|--|-----------------------|
| 8.  | Disbursement voucher duly signed by respective SPUG signatories as per Manual of Approvals | -NPC-SPUG/<br>BSD/CAG |
| 9.  | Original Energy Fee Invoice  | -REPP                 |
| 10. | Original picture of meter reading as witnessed/<br>signed by NPC-SPUG representative       | -REPP/NPC-<br>SPUG    |
| 11. | Joint certification of Energy (kWh) delivered/received                                     | -NPC/REPP             |
| 12. | Letter Request for payment from Contractor/Supplier  | -REPP                 |

#### **Notes:**

1. All other attachments that are not original shall be authenticated.
2. Additional audit requirements may be requested as deemed necessary.