



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

BID DOCUMENTS

Name of Project : **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF GENERATOR ISOLATION BREAKER FOR UNIT NO. 3 OF PULANGI IV HEPP**

Project Location : **MARAMAG, BUKIDNON**

PR No. : **MG-PLM22-016**

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Design and Development Department



SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2022-0615

- The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2022 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
MG-PLM22-016 / PB221004-HG Supply, Delivery, Installation, Testing and Commissioning of Generator Isolation Breaker for Unit No. 3 of Pulangi IV HEPP	Supply, Delivery, Installation, Test and Commissioning of at least 15Kv Power Circuit Breaker for Power Plants	20 September 2022 9:30 A.M	04 October 2022 9:30 A.M	₱ 25,000,000.00 / ₱ 25,000.00
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

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

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
MG-PLM22-016	Ninety (90) Calendar Days	Fifteen (15) Years

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

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

- Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
- A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.
- The National Power Corporation will hold Pre-Bid Conference (see table above) and/or through video conferencing or webcasting which shall be open to prospective bidders.

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

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
 - b. A "No Face mask / No Entry" policy shall be implemented in the NPC premises. Face mask shall be 3-ply surgical or KN95 mask type.
 - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
 - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
 9. Bid opening shall be on Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
 10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 11. For further information, please refer to:

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

BIR Road cor. Quezon Avenue
Diliman, Quezon City

Tel Nos.: 8924-5211 and 8921-3541 local 5611/5504

Fax No.: 8922-1622

Email: bcsd@napocor.gov.ph / bcsd_napocor@yahoo.com

12. You may visit the following websites:

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



RENE B. BARRUELA

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

SECTION II

**INSTRUCTIONS TO
BIDDERS**



SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF GENERATOR ISOLATION BREAKER FOR UNIT NO. 3 OF PULANGI IV HEP**, with identification number **PR No MG-PLM22-016**.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot and will be awarded to one (1) Bidder in one complete contract, the details of which are described in Section VI (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of **₱ 25,000,000.00**.
- 2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

The foreign bidder claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos shall submit a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product. The said certification shall be validated during the post-qualification of bidders.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Fifteen (15) Years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC) (NPCSF-GOODS-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02) shall comply with the documentary requirements specified in the **BDS**.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

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

14. Bid Security

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

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to supply, delivery, installation, test and commissioning of at least 15kV Power Circuit Breaker for power plants.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>The prospective bidders shall declare its Joint Venture partner during the purchase of bid/tender documents. Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes. Failure to do so shall be a ground for disqualification/non-acceptance of its bid.</p>

10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Proposal as specified in Clause TS-8.0(a) of Section VI - Technical Specifications; 2. Complete eligibility documents of the proposed sub-contractor, if any
12	<p>The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p>
19.5	<p>If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.</p>
20.1	<p>Additional documents to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> a. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02); b. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02; c. Documents to be submitted during post-qualification process as specified in TS-8.0(b) of Section VI-Technical Specifications <p>Manufacturer's brochures, manuals and other supporting documents of equipment, materials, hardware and tools proposed by the bidders must comply with the technical specifications of such equipment, materials, hardware and tools. It shall be a ground for disqualification if the submitted brochures, manuals and other supporting documents are determined not</p>

	<p>complying with the specifications during technical evaluation and post-qualification process.</p> <p>Equipment, materials, hardware and tools proposed by the winning bidder to be supplied, which were evaluated to be complying with the technical specifications, shall not be replaced and must be the same items to be delivered/installed/used during the contract implementation. Any proposed changes/replacement of said items may be allowed on meritorious reasons subject to validation and prior approval by NPC.</p>
<p>20.2</p>	<p>The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.</p>
<p>21.2</p>	<p>Notice to Proceed.</p>



SECTION IV

**GENERAL CONDITIONS
OF CONTRACT**

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VI (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

SECTION V

**SPECIAL CONDITIONS
OF CONTRACT**

SECTION V – SPECIAL CONDITIONS OF CONTRACT

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



- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original and four copies of Supplier's factory test/inspection report;
- (iv) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (v) Certificate of Completion/Inspection Report signed by the Procuring Entity's representative at the Project Site;
- (vi) Original and four copies of the Inspection Receiving Report signed by the Procuring Entity's representative at the Project Site;
- (vii) Original and four copies of the certificate of origin (for imported Goods); and
- (viii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate including all other documents specified in the Technical Specifications, if any.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is VP - Mindanao Generations.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VII- Schedule of Requirements:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.



f. Additional requirements specified in Section VI – Technical Specifications, if any.

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

Spare Parts –

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

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

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

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

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

Packaging –

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

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



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

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

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

Transportation –

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

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

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

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

Intellectual Property Rights –

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

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

- (b) On Delivery: Eighty percent (80%) of the price of the **delivered Goods**, excluding price for installation, test and commissioning shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
- (c) On Acceptance: The remaining twenty percent (20%) of the price of the **delivered Goods** plus price for installation, test and commissioning shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

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

- (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII- Bidding Forms.
- (b) On Delivery: Sixty percent (60%) of the price of the **delivered Goods** shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
- (c) On Acceptance: The remaining forty percent (40%) of the price of the **delivered Goods** shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's

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



SECTION VI

**TECHNICAL
SPECIFICATIONS**

PART I - TECHNICAL SPECIFICATIONS

SECTION EW - ELECTRICAL WORKS

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Section VI – Technical Specifications

PART I – TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

This specification covers the technical requirements for the **Supply, Delivery, Installation, Test and Commissioning of Generator Isolation Breaker for Unit No. 3 of Pulangi IV HEPP.**

All supplied instruments and accessories shall be new and unused. They shall be suitable for the intended purpose and shall comply with all applicable regulations, quality, and dimension standards.

The Supplier shall accept full responsibility for his work including documentation, preparation for shipment, inspection, warranty provisions and compliance with the applicable codes and standards and the requirements of this Specification.

TS-2.0 SCOPE OF WORK

The scope of works shall cover but not limited to the following:

1. Supply, Delivery, Installation, Test and Commissioning of Generator Isolation Breaker for Unit No. 3 of Pulangi IV HEPP including protection and control devices, annunciators, metering, manual transfer switch and other appurtenances as described in this specification;
2. Power, Control and Instrumentation Cables and other appurtenances required for the interfacing of supplied equipment;

All other works which are not specified on the technical specifications that are necessary for the complete and reliable operation of the generator isolation breaker shall be provided by the Supplier.

The following shall be included in the Supplier's scope of work:

1. The Supplier shall be responsible for visiting the delivery site and take particular reference to its accessibility, means of transportation and all other factors that should be considered in carrying out the contract.
2. Provide equipment, tools, instruments and consumables necessary during equipment testing for satisfactory completion of the work; and
3. Submission of pertinent documents as per TS-8.0 **Data and Documentation Requirements.**

TS-3.0 DELIVERY PERIOD AND LOCATION



The delivery period shall be **Ninety (90) CALENDAR DAYS** reckoned from receipt of Notice to Proceed.

The instrument/equipment to be supplied shall be delivered to **NPC-Pulangi IV HEPP, Maramag, Bukidnon.**

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

Any and/or all expenses arising through the lack of knowledge of the Supplier regarding the existing conditions of the delivery site shall be his responsibility and no additional payment thereof shall be made by NPC.

TS-4.0 CODES AND STANDARD

The equipment furnished shall be in accordance with, but not limited to, the latest issues of the following codes and standards, including all addenda, in effect at time of purchase order unless otherwise stated in this specification:

- | | |
|---|------|
| 1. American National Standards Institute | ANSI |
| 2. Institute of Electrical and Electronic Engineers | IEEE |
| 3. American Society for Testing and Materials | ASTM |
| 4. National Electrical Manufacturer's Association | NEMA |
| 5. Underwriters Laboratory | UL |
| 6. International Electro-Technical Commission | IEC |
| 7. International Standards Organization | ISO |
| 8. National Electrical Code | NEC |
| 9. National Electrical Safety Code | NESC |
| 10. Philippine Electrical Code | PEC |
| 11. Illuminating Engineering Society | IES |
| 12. Philippine National Standards | PNS |

The latest edition of each standard shall mean the latest edition available at the date of contract signing.

In addition to the above codes and standards mentioned, the Supplier shall comply with all National and local laws, codes, regulations, statutes and ordinances.

Equipment or materials meeting other internationally accepted standards, which ensure an equal or higher quality than the standards mentioned, will also be accepted.

In the event of any apparent conflict among standards, codes or this specification, the Supplier shall refer the conflict to NPC for written resolution before start of fabrication. Final decision regarding the acceptance of proposed standards is the prerogative of NPC.

Standards listed in the equipment specification are used mainly for NPC's references. Other internationally known standards however, shall also apply, provided such standards are equivalent in all respect to the standard prescribed and to the specific requirements described in the individual



equipment specification. The Supplier shall submit copies of such standards for NPC's review and approval.

TS-5.0 WORKMANSHIP

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

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

TS-6.0 TECHNICAL REQUIREMENTS

TS-6.1 SWITCHGEAR

TS-6.1.1 General

The Switchgear cubicles are tested for Internal Arc Classified AFLR of at least 50 kA meeting IEC/EN 62271 200 requirements.

All materials and parts which are not specifically mentioned herein but are necessary for the proper erection, assembly and safe operation of the Switchgear shall be furnished at no additional cost to NPC.

TS-6.1.2 Design Requirements

The Switchgear shall be design for power generations. Switchgear is metal enclosed and IEC standard compliant and design for at least 30 year's lifetime. Design for integrating a cradle for the withdrawable devices ensuring a perfect connection and math to the bus bar and clear guided operation with ergonomic operator interface implement to avoid misuse.

Full remote control of circuit breaker and disconnecting switch operation. Fast access to cubicle, breakers, relays documents through QR codes, stored in the digital safe repository. Voltage presence indicators (VPI's) are presented on the front door of each functional unit.

Switchgear shall meet international seismic specification. The test procedures follow the IEC 60068-3-3, UBC 97, IBC 2000, MSK 64, LNDESA, EDF HN.20 E53.

The equipment shall be braced so that no distortion of the equipment occurs from normal handling and shipment of the equipment. Breaker cells shall be such as to permit interchangeability of the breakers without binding or interference. Incoming control cables shall enter the assembly from the bottom.



TS-6.1.2.1 Power Circuit Breaker

The Power Circuit Breaker shall be extremely robust and open construction design and allows air cooling of the pole section permitting increased ratings for high mechanical and electrical switching cycles, high insulation level and high normal currents.

Power circuit breaker's type shall be as stated in the Technical Data Sheets, mechanically and electrically trip free, and completely interchangeable. Provisions for padlocking the circuit breaker in either the test position or disconnect position shall be furnished.

The power circuit breaker shall meet the requirements of latest IEEE C37.013 standards. Power circuit breaker shall be design for power generators and having a high continuous current, fault current characteristics and transformer fed fault with very fast rate of rise of recovery voltages (RRRV).

If vacuum circuit breaker is specified, they shall be provided with surge protection equipment and capable to interrupt of faults current with DC components up to 140%. The vacuum type interrupters are well suited to withstand very long arcing time due to their ability to interrupt even after the contact motion has ceased.

Means shall be provided for locally closing and tripping electrically operated breakers without opening the door of the breaker compartment.

The general construction shall be such that all parts of stationary and movable assembly will continuously maintain an accurate alignment of the component parts under all operating conditions within its rated capacity and also under all normal handling concerned with the insertion in and withdrawal from the operating position.

The mechanical drive unit shall compose of spring drive mechanism, electrical charging motor, auxiliary switches release coils, operation counter, mechanical operation and indication mechanism and manual crank for the spring charging mechanism.

Trip and release coils shall be as required. In addition, a manually operable local trip push-button (mechanically working onto the trip shaft) shall be available. Manual, mechanical ON-switching shall be prevented if interlocking conditions exist. Mechanical indicators shall be provided to show the ON/OFF position of the breaker contacts.

The breaker compartment shall include indicating lights and control wiring to give a red indication for breaker closed position and a green indication for breaker open position. Indication shall be visible from the front with door closed at all times when the circuit breaker is within the housing. The red indicating light shall be wired so as to provide a continuous indication of continuity of the shunt trip when the breaker is closed. The circuit breaker shall be provided with an operation counter, a local control switch, and a



“Local/Remote” selector switch. Circuits shall also be designed for indication and control from the control switchboard.

TS-6.1.2.2 Instrument Transformers

The instrument transformers shall be indoor type designed and rated in accordance with IEEE C57.13 or IEC 60044-2, “Requirements for Instrument Transformers”.

Potential Transformers

Potential Transformers shall be single-pole insulated and casted epoxy resin and design for insulation voltages of 17.5kV, 60 Hz, thermal rating of not less than 400 VA for a 30°C rise above 55°C ambient with basic insulation level of not less than 60 kV. Each transformer shall be equipped with the necessary mounting devices, fuse blocks and removable insulated, primary current limiting fuses. The fuses shall be able to withstand the maximum possible energizing current but shall interrupt the circuit in case of a short circuit on the secondary of the potential transformers. The IEC/IEEE accuracy classification of all potential transformers shall be 0.5 or better or equivalent IEC Standard accuracy for relaying and metering. However, for revenue metering, accuracy class shall be 0.2.

Current Transformers

The current transformers shall be cast in epoxy resin and designed for insulation voltages of 17.5 kV and a basic insulation level of not less than 150 kV. The temperature rise shall be limited to 30°C over a 55°C ambient. All current transformers shall have a polarity marks, with short-circuiting devices and nameplates.

The mechanical rating of all current transformers to be supplied shall be in accordance to IEC, VDE and IEEE. The IEC/IEEE relaying class at 60 Hz shall be at least 5P20 and metering accuracy class shall be 0.5 in accordance to IEC Standard for relaying and metering class. However, the revenue metering accuracy class shall be 0.2.

TS-6.1.2.3 Monitoring and Metering

All indicating instruments shall fulfill the requirements for accuracy class 0.2 except for the frequency meter which shall have ±_0.01 Hz. The panel shall be equipped with the following minimum required metering devices which are capable to measure single and three phase parameters through respective control switches;

1. Current
2. Voltage
3. Active Power
4. Reactive Power
5. Energy
6. Frequency
7. Power Factor



TS-6.1.2.4 Indicating Instruments

All indicating instrument shall be of the flush-mounted, back-connected, long-scale, direct reading switchboard type. All instruments shall conform to applicable IEC Standard. The cases shall be dust tight and have shadow-proof covers. The accuracy of all instruments shall be within one percent of full-scale. Moving elements shall be provided with zero adjustments, readily accessible from the fronts of the instruments without removing the cover. AC instruments shall be designed for 60 Hz circuits and shall be suitable and calibrated for use on 120V secondaries of potential transformers and 1 ampere secondaries of current transformers. AC instrument potential coils shall be designed for continuous operation at 150 V and AC instrument current coils shall be in accordance to IEC Standard. Identifying instrument designations shall be printed neatly on the face of the scale plates or shall be provided on separate nameplates. Scales for all indicating instruments which are not specified shall be appropriate for the purpose intended. Scale divisions shall be such as to facilitate rapid accurate readings.

TS-6.1.2.5 Control Switches

All control and instrument switches shall be provided with ample contact stages arrange to perform the functions of the control system. The contacts shall be self-aligning and shall operate with wiping action. A positive means of maintaining high pressure on closed contacts shall be provided. Compressing springs shall not carry current. The covers or plates on the switches shall be readily removable for inspection of contacts.

TS-6.1.2.6 Annunciators System (Alarm System)

The annunciator system shall distinguish any abnormal conditions during operation by means of visual and audible warning. It shall be of modular design, preferably microprocessor-based designed for operation on a DC supply. It shall consist of window cabinets, mounting chassis, plug-in assemblies, flashers, alarm relays, isolating relays, lamps, test buttons, acknowledged and reset buttons. Each alarm relay shall have an auxiliary relay with multiple contacts for local alarm and spares.

The supply voltage for the annunciator system shall be monitored and must give an alarm in case of interruption of the alarm equipment power supply. All DC and AC power supply required for annunciation, control, monitoring and protection of the system shall be an integral part of the switchgear.

TS-6.1.2.7 Terminal Blocks

Terminal blocks shall be mounted so as to give easy access for external wiring and termination and shall give clear view of the arrangement of the cable tails to allow for future extensions and alterations with an approximately 25% extra terminals per terminal block.

Every terminal point shall have individual and complete identification on the wiring diagram.



TS-6.1.2.8 Equipment Wiring

Equipment interfaced wiring shall be 600V, stranded copper with thermo-plastic insulation and shall comply with the requirements of IPCEA standard. Minimum size shall be 2.0 mm² or larger for control circuit except annunciator wire which shall be 1.2 mm² or larger. The minimum size of current transformer wire shall be 3.5 mm².

All wiring shall be neatly run marked at both ends and securely fixed in such a manner that whenever practicable, wiring can be easily identified and checked against diagram.

The panel shall be provided with earth wiring and connection to create an environment that meets the requirements of electromagnetic compatibility.

TS-6.1.3 Construction Features

The metal-clad switchgear is either 3-phase, 3-wire or three-phase, 4-wire 60 Hz compartment and shall be totally enclosed, indoor type, freestanding, with sections bolted together to form one rigid structure.

Panel Construction

The panel shall be constructed from a minimum of 2.0 mm thickness steel sheet with edges formed into a rectangular pattern welded steel sheets so that each section is rigid, self-supporting and enclosed. It shall be adequately protected and suitable for indoor and outdoor application and all climate condition.

The panel shall be labeled with ISO symbols and comply with IP 65 for external environmental resistance and IP 44 and NEMA 12 for the resistance of the internal sealed modules.

The panel shall be designed with dimensions not to exceed the size shown on the Bid Drawing.

Structure

Enclosure shall be metal enclosed, free standing with the required number of circuit breakers as required.

The enclosure shall be provided with separate hinged doors for access to circuit breaker and instrument compartments on the front of the structure and removable plates on the rear of each vertical section. Door handles shall have provisions for multiple padlocking (3 minimum).

Each breaker shall be isolated by externally operated drawout stabs with shutter mechanism, and safety interlocks shall be provided to prevent:

- a. Inadvertent operation of the isolating mechanism under load
- b. Opening the compartment door while the breaker is closed
- c. Closing the breaker when in operating position with door opened



Complete closure sheets on all sides, top and bottom shall be provided. The top and bottom plates of each vertical section shall be removable to facilitate drilling for conduit or tray entry.

Each unit compartment within the switchgear shall be positively grounded.

All cubicles or sections of the switchgear shall be fitted with means of lifting, e.g. lifting hooks or beams, for each cubicle or composite section of the switchgear.

TS-6.1.4 Interlocking System

Interlocking system should be provided so that no simultaneous control operation of the switchgear from two or more locations is possible.

TS-6.1.5 Space Heater

Thermostatically controlled space heaters shall be provided for each cubicle to keep the air inside the cubicle above the dew point to prevent condensation. The heaters shall be so located so that wiring buses, equipment and control devices will not over-heated.

TS-6.1.6 Installation

The Contractor shall unpack, remove internal shipping supports, inspect the internal parts and connections, install parts removed for shipment or shipped separately, install anchor bolts, concrete inserts and install all necessary external conduit for power and control cables connections, and adjust and place the equipment in operating condition. Extreme care shall be taken to avoid undue shock during installation which could damage sensitive instruments and relays. The equipment shall be installed at the locations shown on the bid drawings. All devices shall be adjusted and calibrated after all connections are made.

TS-6.1.7 Tests

The switchgear together with the protection and control devices, annunciators, metering and other appurtenances shall be subjected to all necessary routine production tests in accordance with the applicable standards.

The Supplier shall submit test procedures and test reports for the review and approval of NPC.

TS-6.2 POWER, CONTROL AND INSTRUMENTATION CABLES

This specification covers the technical and associated requirements of power, control and instrumentation cables for use in switchgear.

All cables shall be designed to withstand the short-circuit condition and voltage drop of 3% (maximum).



TS-6.2.1 Technical Characteristics and Requirements

The cables to be supplied shall have insulation levels able to withstand any voltage surges which are normally expected to occur in the power system in which the cable is to be used, due to switching operations, sudden load variations, faults, etc. The 600V power cable, and control and instrumentation cable to be supplied shall be compliant to ICEA S-66-524 or IEC 60502-2 and UL 83, PNS 35, ICEA S-73-532 specification and requirements of PEC respectively.

The cables shall be selected to withstand without distress any short-circuit currents in the conductor and sheath related to the existing fault levels.

The cables and its accessories shall be manufactured to fulfill the requirements when operating with full load or at any load factor.

TS-6.2.2 Insulation

Insulation shall be of the type specified in the Technical Data Sheets.

TS-6.2.3 Jacket

A tough, ozone, low chlorine, heat, flame and moisture-resistant PVC or Nylon jacket capable of providing protection against sunlight, acids, alkalis and oils shall be furnished for all cables.

TS-6.2.4 Assembly

All multi-conductor cables shall be bundled together with non-hygroscopic fillers to assure a smooth circular assembly. A lapped core binding tape shall be applied over the assembly.

TS-6.2.5 Application

All cables shall be suitable for installation in cable tray, conduit, trench, underground duct in wet and dry locations, and above ground raceway in damp and dry locations.

TS-6.2.6 Tests**TS-6.2.6.1 Design Test**

Cable and materials shall be subjected to the design (or type) tests, if specified in accordance with the test standards specified herein. Design test can be omitted if a design test record of the same cables can be submitted. In general, the following test shall be performed as a minimum:

1. Conductor Tests:

Test shall be performed on selected samples of the conductors before the application of any covering. These tests shall include as a minimum:



- a. Tensile strength test
- b. Elongation test
- c. Conductor resistivity test
- d. Dimension measurement
- e. Surface finish inspection
- f. Water and saline absorption test
- g. Shrinkage test
- h. Water penetration test

2. Physical and Aging Tests on the Cable, Insulation and Jacket

Tests shall be performed on selected samples of the cable insulation and jackets. These tests shall include as a minimum:

- a. Thickness measurement
- b. Tensile strength test
- c. Elongation test
- d. Aging test
- e. Head distortion test

TS-6.2.6.2 Routine Test

As part of routine testing at least the following test and measurements shall be carried out as a minimum:

1. Checking of the conductor, insulation and oversheath dimensions
2. Conductor resistance measurements
3. Dielectric tests

TS-6.2.6.3 Acceptance Test

Cables shall be tested after installation before they are placed in normal service to verify of the cable and to detect major insulation damage that may have occurred during shipping, storage and installation.

1. Checking of the conductor, insulation and oversheath dimensions
2. Conductor resistance measurements
3. Dielectric tests

The test shall include at least the following:

1. Insulation Measurement
2. Determination of Polarization Index
3. Continuity check
4. Shield Grounding check
5. Cable Termination Check



The Supplier shall perform at his own expense all inspection required to ensure adequacy of material, workmanship and conformance of the equipment and accessories to the requirements of the specifications and standards.

The equipment/component shall be subjected to the Manufacturer's Standard Factory Tests prior to delivery.

Upon arrival of the materials/equipment and accessories at delivery site, NPC and the Supplier or their authorized representatives, shall jointly verify the instruments and accessories following the steps below:

- a. Inspection and verification of the packing list;
- b. Visual inspection of the condition of the packing and its surfaces; and
- c. Partial opening of the crates/boxes and plastic sheet protection of instrument to verify the content and its physical condition and to check pilferage or damage during shipment and storage.

A record shall be prepared carefully noting all eventual shortages, defects or damages, signed by the Supplier and concurred by NPC. All shortages and damages noted shall be immediately replaced by the Supplier at his own cost and shall ensure the timely delivery of replacement without affecting the agreed overall contract implementation schedule.

Acceptance certificate shall be issued only upon completion of the following:

- a. The required equipment/component is satisfactorily inspected and delivered to NPC Head Office Powerhouse. Inspection result is acceptable to NPC's authorized plant personnel;
- b. Submission of documents as specified hereto in Clause TS-8.0.

If the equipment delivered failed to pass inspection, NPC may at his own judgment, direct the Supplier to make necessary replacement.

TS-8.0 DOCUMENTS TO BE SUBMITTED

- a. To be submitted with the bid/proposal for evaluation:
 - a.1 Completely filled-out Technical Data Sheets (TDS), Section VI, Part II
 - a.2 Original Copy of Manufacturer/Distributor Authorization to Bid for Power Circuit Breaker, directly addressed to the BAC-NPC, indicating therein the PR/Reference number.

In case of authorized Distributor issuing the authority to bid, it shall be accompanied by a Certificate of Authorized Distributorship from the Manufacturer.

Note: Authorization to bid and Certificate of Distributorship from the Manufacturer shall be current and valid on the date of bid opening as advertised.

- a.3 Work Plan and Schedule/Bar Chart
- a.4 Certificate of Site Inspection to be signed by NPC's authorized personnel (end-user)

- b. To be submitted during post qualification:
 - b.1 Manufacturer's Brochures/Catalogues/Drawings which contain information/data to support the Supplier's submitted and filled-out Technical Data Sheet.
 - b.2 Letter of Confirmation from the Manufacturer that a local agent or representative is available to provide "After Sales Service" to the supplied components/parts/accessories during and after the warranty period. Name, address and contact number shall be provided.
 - b.3 Certificate from their customer (End-user) duly addressed to the Bidder that the supplied equipment of the same brand to be offered has performed satisfactorily in service. The certification must indicate in the PR/Reference Number and date of issuance.

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

- c. To be submitted before or upon delivery:
 - c.1 "Certificate of Origin" from the Manufacturer;
 - c.2 "Warranty Certificate" for one (1) year against factory defects/workmanship;
 - c.3 User Manual in Three (3) copies;
 - c.4 Calibration Certificate Traceable to National/International Standards;
 - c.5 Characterization Curve / Calibration Data.
 - c.6 Design (type) Test Reports, if not submitted with the proposal



- c.7 Cross-section and details of power, control, and instrumentation cables
 - c.8 Cable rating calculations
 - c.9 Installation procedure and splicing methods for voltage cable
 - c.10 Power, control and instrumentation cable routing plan
 - c.11 Cable schedule, including cable numbers, identification, size, etc.
 - c.12 Routine Test Report
 - c.13 Field Tests to be performed and field Test Reports duly signed by NPC representative as described in TS-6.1.5 of the Tests
- d. To be submitted after installation:
- d.1 As-built drawings signed and sealed by a Professional Electrical Engineer
 - d.2 The date by which "as built" drawings and operating and maintenance Manuals are required within thirty (30) calendar days after completion of contract.
 - d.3 The amount to be withheld for failing the procedure" as built" drawing and/or operating and maintenance manuals by the date required is Five percent (5%) of the contract amount

Note: All documents in **Clause TS-8.0 "item c"** shall be submitted to the **Manager – Pulangi IV HEP** for evaluation and/or approval prior to issuance of acceptance certificate.

TS-9.0 GUARANTEE

The Supplier shall guarantee to complete the repair, and/or replacement within **Thirty (30) Calendar Days**, of the supplied instruments and accessories at his own expense against defect in design, workmanship and materials for a period of **One (1) Year** after acceptance by NPC. The Supplier must guarantee that the unit will perform in the manner as set forth in the manual and the Contract.

The Supplier shall submit a Warranty Certificate (**At Least 1 Year**) effective from the date of acceptance by NPC.

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



TS-10.0 MEASUREMENT OF PAYMENT

Payment will be made at the contract unit price for each corresponding item in the Schedule of Requirements. Payment thereof shall constitute the full compensation for the supply, delivery, installation, test and commissioning of the equipment/ component including accessories.



PART II – TECHNICAL DATA SHEETS**EW- ELECTRICAL WORKS****TABLE OF CONTENTS**

SECTION	DESCRIPTION	PAGE
1.0	EQUIPMENT/COMPONENT DATA for the Supply, Delivery, Installation, Test and Commissioning of Generator Isolation Breaker for Unit No.3 of Pulangi IV HEPP	VI-TDS-1 to VI-TDS-7

SECTION VI - Technical Specifications

Part II – Technical Data Sheets

SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF GENERATOR ISOLATION BREAKER FOR UNIT NO. 3 OF PULANGI IV HEPP

- a. The Bidder shall complete this technical data sheet and submit the filled-up form with the technical proposal. The Bidder shall use continuation sheets as necessary for any other additional information keeping to the format shown herein or by reproducing the same.
- b. NPC reserves the right to reject Bids without proper and/or specific data and information as required herein.
- c. The data required are technical features and characteristics of the Equipment/component/material to be provided by the bidder. Bidder's proposal shall at least be equal or superior to the requirements specified by NPC.
- d. Manufacturer's Brochures and/or Catalogues which contains information/data to adequately support the Supplier's submitted and filled out Technical Data Sheets.

Name of Bidder: _____

Signature of Bidder: _____



E-1.0 GENERATOR ISOLATION BREAKER

ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
E-1.1	Power Circuit Breaker		
	a. Breaker Type	Vacuum Circuit Breaker	
	b. Rated Maximum Voltage	17.5kV	
	c. Power Frequency	60 Hz	
	d. Rated Short-Circuit Breaking Current	63kA	
	e. Rated Short-Time Withstand Current	63kA at 3 seconds	
	f. Rated Short-Circuit Making Current	173 kA peak	
	g. Rated Continuous Current	5, 000A	
	h. Rated Power Frequency Withstand Voltage	50kV	
	i. Rated Full Wave Impulse Voltage	110kV	
	j. Power Range	Up to 200 MVA	
	k. Rated Short Circuit Duty Cycle	CO-30mm-CO	
	l. Rated Load Current and Mechanical Operation Duty	0-30min-CO-3min-CO	
	m. System-Source Short Circuit Interrupting Capability		
	l.1 Symmetrical Short-Circuit Current	63kAms	
	l.2 Interrupting Time	3 cycles	
	l.3 DC Component	75 %	
	l.4 Peak Recovery Voltage	32.2kVp	
	l.5 Transient Rise Voltage Rate of Rise	41kVs	
	n. Generator Source Interrupting Capacity with Delayed Current Zero		
	m.1. Symmetrical Short-Circuit Current	37kArms	
	m.2. DC Component	130 %	
	m.3. Peak Recovery Voltage	32.2kVp	
	m.4. Transient Rise Voltage Rate of Rise	1.8kV/s	
	o. Out-of-Phase Current Switching Capacity		
	o.1 Duty Voltage	21.3kV	
	o.2 Symmetrical Breaking Current	31.5kA	

Name of Bidder: _____

Signature of Bidder: _____



ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
	o.3 Peak Recovery Voltage	45.4kVp	
E-1.2	SWITCH GEAR		
	a. Manufacturer	By Supplier	
	b. Place of Manufacturer	By Supplier	
	c. Application	Indoor	
	d. Rated Voltage	15kV	
	e. Rated No. Phase	3	
	f. Rated Current		
	f.1. Continuous Load	5,000A	
	f.2. Short-time Withstand Current	By Supplier	
	g. Peak Withstand Current, kA Peak	By Supplier	
	h. Rated Insulation Level		
	h.1. Power Frequency Withstand	By Supplier	
	h.2. Lightning Impulse Withstand Voltage, kV peak	By Supplier	
	i. Rated Power Frequency	60Hz	
	j. Bus Material	Copper	
	k. Type of Connection	Bolted	
	l. Bus Bar Voltage Rating	17.5kV	
	m. Bus Bar Current Rating	At least 5000A	
E-1.3	POWER, CONTROL AND INSTRUMENTATION CABLE		
	a. Manufacturer	By Supplier	
	b. Place of Manufacturer	By Supplier	
	c. Size of Conductor	AWG #12	
	d. No. of Conductor	4C	
	e. Voltage Rating	500V	
	f. Insulation	Ethylene Propylene Rubber (EPR)/Polyurethane (PUR) according to DIN VDE 0285-525-2-21	
	g. Permissible Operating Pressure	90°C	
	h. Cable Structure	Bare Copper Conductor, Stranded	
E-1.4	DISCONNECTING SWITCH		
	a. Manufacturer	By Supplier	
	b. Place of Manufacturer	By Supplier	

Name of Bidder: _____

Signature of Bidder: _____



ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
	c. Application	Indoor	
	d. Rated Voltage	15kV	
	e. Rated Frequency	60Hz	
	f. Conformity Standard	IEC 62271-102	
	g. Rated Current	At least 4000A	
	h. Rated Short-Time Withstand Current	63kA	
	i. Rated Peak Withstand Current	125kA	
	j. Rated Short-Circuit Duration	4s	
	k. Power Frequency Withstand Voltage	42kV	
	l. Lighting Impulse Withstand Voltage	75kV	
E-1.5	VOLTAGE TRANSFORMER		
	a. Rated Primary Voltage	13.8 kV	
	b. Rated Secondary Voltage	110V (for all secondary windings)	
	c. Secondary Windings	At least 2	
	d. Rated Frequency	60Hz	
	e. Rated No. of Phase	3	
	f. Conformity Standard	IEC, VDE, IEEE	
	g. Accuracy Class/Burden		
	f.1. Metering	0.2/50VA	
	f.2. Protection	6P/100VA	
	h. Ferro Resonance Oscillation Protection	Included	
E-1.6	CURRENT TRANSFORMER		
	a. Maximum Application Voltage	17.5kV	
	b. Power Frequency Test Voltage	42kV	
	c. Rated Primary Current	4000A	
	d. Rated Secondary Current	1A	
	e. Metering Core Accuracy	0.2s	
	f. Protection Core Accuracy	5P20	
	g. Multi-turn Version	Yes, at least 2	
	h. Lightning Impulse Test Voltage	95kV	
	i. Rated Short-time Thermal Current	63kA, 1s	
	j. Rated Frequency	60Hz	
	k. Design Conformity	IEC, VDE, IEEE	

Name of Bidder: _____

Signature of Bidder: _____



ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
	i. Cantilever Strength	At least 5kN	
E-1.7	ARC FAULT DETECTION AND PROTECTION		
	a. Type	Stand-alone arc flash protection and light detection	
	b. Arc inputs	At least four (4) points sensor	
	c. Power Supply	24-230 VAC/VDC	
	d. Operating Time	High speed 2ms maximum	
	e. Self-Supervision	At least one output	
	f. Monitoring	DIN rail and flush	
	g. Master trip input/output for simple arc selectivity	Yes	
	h. Indicator	Front status LEDs	
	i. Cable Length	Up to 20 meters	
	j. Standards	IEC, UL, Marine	
E-1.8	MICROPROCESSOR-BASED MULTIFUNCTION PROTECTION RELAY		
	a. Type	Feeder Management Relay	
	b. Protection Function		
	1. Directional Power	Included	
	2. Undercurrent	Included	
	3. Negative Sequence Overcurrent	Included	
	4. Broken Conductor	Included	
	5. Negative Sequence Overvoltage	Included	
	6. Thermal Overload	Included	
	7. Ground Fault	Included	
	8. Three-Phase Overcurrent	Included	
	9. Circuit Breaker Failure	Included	
	10. Voltage Controlled Overcurrent	Included	
	11. Over/Under Voltage	Included	
	12. Residual Overvoltage	Included	
	13. Restricted Earth Fault	Included	
	14. Ground Fault Directional	Included	
	15. Sensitive Directional Earth Fault	Included	
	16. Phase Directional	Included	
	17. Watt Metric Earth	Included	

Name of Bidder: _____

Signature of Bidder: _____



ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
	Fault		
	18. Under/Over-Frequency	Included	
	c. Lock-out	Yes	
	d. Current Transformer Supervision	Included	
	e. Switch on to Fault Function	Included	
	f. Trip Circuit Supervision	Included	
	g. Voltage Transformer Supervision	Included	
	h. Neutral Admittance Function	Included	
	i. Circuit Breaker Monitoring	Included	
	j. Cold Load Pick-up Function	Included	
	k. Inrush Block	Included	
	l. Logic Inputs	110VDC, at least 8 inputs	
	m. Logic Output	110VDC, at least 7 inputs	
	n. Communication Protocol	DNP3, Modbus	
	o. Power Supply	48-110 VDC	
	p. Fault Recording Function	Included	
	q. Ingress Protection	IP52 or better	
	r. Power Supply Interruption	48-110VDC	
	s. Field Recording Function	Included	
	t. Sequence of Event Recorder	Included	
	u. Ingress Protection	IP52 or better	
	v. Power Supply Interruption	Withstand for 20ms	
	w. Output Contact Rating	10A continuous, 30A 3s	
E-1.9	MICROPROCESSOR-BASED MULTIFUNCTION POWER METER		
	a. Current Measurement	Per Phase, Residual, Three (3) Phase	
	b. Voltage Measurement	Line to Line to Neutral, Three (3) Phase	
	c. Real Power Measurement	Per Phase, Three (3) Phase	
	d. Reactive Power Measurement	Per Phase, Three (3) Phase	

Name of Bidder: _____

Signature of Bidder: _____

ITEM	DESCRIPTION	NPC REQUIREMENTS	SUPPLIER'S DATA
	e. Apparent Power Measurement	Per Phase, Three (3) Phase	
	f. Other Measurements		
	g. Voltage Input Maximum Rating	600V	
	h. Voltage and Current Accuracy	0.075%, Class 0.2s	
	i. Setting Password Protected (Yes or No)	Yes	
	j. Alarm and Relay Function	Set-point Controlled	
	k. On Board Alarm Logging	Included	
	l. Operating Temperature	Up to 70°C	
	m. On-Board Communication	RS485	
	n. Integrated Metering Display	LCD	
	o. CT and PT Rating Setting	Configurable	
	p. Power System Metering	Configurable to Three (3) Phase four (4) Wire, Three (3) Phase Two (2) Wire, etc.	

Name of Bidder: _____

Signature of Bidder: _____



SECTION VII

SCHEDULE OF REQUIREMENTS

SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

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Sample Form	-	Bank Guarantee Form for Advance Payment
Sample Form	-	Certification from DTI as Domestic Bidder

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders

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

1. ELIGIBILITY DOCUMENTS

a. (CLASS A)

➤ Any of the following:

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

OR:

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

OR:

- A combination thereof

➤ Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (*NPCSF-GOODS-02*)

➤ The Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (*NPCSF-GOODS-03*) complete with the following supporting documents:

1. Contract/Purchase Order
2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

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

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

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

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

b. (CLASS B)

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

2. Technical Documents

- Bid Security, any one of the following:
 - Bid Securing Declaration (NPCSF-GOODS-06c)
OR
 - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
OR
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
OR
 - Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
 - For Sole Proprietorship:
 - Special Power of Attorney
 - For Partnership/Corporation/Cooperative/Joint Venture:
 - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Data and Information to be submitted with the Proposal as specified in Clause TS-8.0(a) of Section VI - Technical Specifications
- Complete eligibility documents of the proposed subcontractor, if any

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

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

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

CONDITIONS:

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

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

Standard Form Number: NPCSF-GOODS-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/Purchase Order and/or Notice of Award
2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date.

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

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____
 Business Address : _____

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

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

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

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

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

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

NAME OF PROJECT

CONTRACT AMOUNT

That the capital contribution of each member firm:

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

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____ 2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (*Name of Bidder*) _____ (hereinafter called "the Principal") and (*Name of Surety*) _____ of (*Name of Country of Surety*) _____, authorized to transact business in the Philippines (hereinafter called "the Surety") are held and firmly bound unto National Power Corporation (hereinafter called "the Employer") as Obligee, in the sum of (*amount in words & figures as prescribed in the bidding documents*), callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____, 20 _____

WHEREAS, the Principal has submitted a written Bid to the Employer dated the _____ day of _____, 20 _____, for the _____ (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

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

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

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURE(S) _____

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

SEAL _____ SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF
GENERATOR ISOLATION BREAKER FOR UNIT NO. 3 OF PULANGI IV HEP (PR NO.
MG-PLM22-016)

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

I/We¹, the undersigned, declare that:

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

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

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

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

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

Standard Form No: NPCSF-GOODS-07

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee

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

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

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

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

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

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF GENERATOR ISOLATION BREAKER FOR UNIT NO. 3 OF PULANGI IV HEP (PR NO. MG-PLM22-016)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]*_____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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

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

[name and signature of authorized signatory]

[in the capacity of]

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

Bank Guarantee Form for Advance Payment

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

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CERTIFICATION AS A DOMESTIC BIDDER

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

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

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

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

Name

Position

Department of Trade & Industry