

INVITATION TO BID
Bid Reference No.: NEPC-BAC-2026-001

Name of Project: Supply and Delivery of 10/12.5 MVA Power Transformer for Panaogao Substation

1. Negros Electric and Power Corp. (Negros Power), through its Bids and Awards Committee (BAC), invites interested bidders to bid for the hereunder project:

Name of Project	: Supply and Delivery of 10/12.5 MVA Power Transformer for Panaogao Substation
Contract Location/Delivery	: Within Negros Electric and Power Corp. franchise area
Contract Duration	: 90 Calendar Days
Approved Budget for the Contract (ABC)	: Php 30,000,000.00 inclusive of VAT

2. Bids exceeding the stated amount of ABC shall automatically be rejected at the opening of bids. For this purpose, the bidder shall offer their bids by filling out the Bid Price Schedule Form. The contract shall be awarded to the lowest calculated responsive bid. Late bids shall not be accepted.
3. Procurement will be conducted through competitive bidding. The following schedule of activities shall be followed:

INDICATIVE SCHEDULE OF ACTIVITIES

Availability of Bid Documents	May 25, 2026 – June 16, 2026
Invitation to Bid	May 25, 2026
Deadline of Submission of Comments/Questions to the TOR	June 3, 2026
Pre-bid Conference	June 4, 2026, 1:30 PM
Deadline of Submission of Comments	June 8, 2026
Issuance of last Bid Bulletin, if any	June 10, 2026
Deadline of Submission of Bids	June 16, 2026, 11:00 AM
Opening of Bids	June 16, 2026, 1:00 PM
Evaluation of Bids/Post Qualification	June 16, 2026 – June 29, 2026
Issuance of Notice of Award	June 30, 2026

4. A complete set of Bidding Documents may be acquired by interested bidders from **May 25, 2026 – June 16, 2026**, at Negros Power Office, The Row, Lacson Street, Brgy. Bata, Bacolod City, Negros Occidental 6100, upon payment of the applicable bid processing fee in the amount of **Twenty-Five Thousand Pesos (Php 25,000.00)**, inclusive of VAT and subject to the applicable withholding taxes.

Supply and Delivery of 10/12.5 MVA Power Transformer for Panaogao Substation
Invitation to Bid

5. Bids must be delivered and received by the BAC on or before **11:00 AM of June 16, 2026**, at Negros Power Office, The Row, Lacson Street, Brgy. Bata, Bacolod City, Negros Occidental 6100.
6. Attached in this ITB are the following documents:
 - a. Terms of Reference
7. The BAC will hold a pre-bid conference on **June 4, 2026, at 1:30 PM** at Negros Power Office, The Row, Lacson Street, Brgy. Bata, Bacolod City, Negros Occidental 6100. Prospective Bidders may send their questions and clarifications ahead of the pre-bid conference at bacsecretariat@negrospower.ph. The conference will also be available via video conferencing/webcasting which shall be open to prospective bidders. Bidders may send a maximum of **two (2) authorized representatives** to physically attend the pre-bid conference.
8. Negros Power reserves the right to waive any formality in the responses to the eligibility requirements and to this invitation. Negros Power further reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, and makes no assurance that contract shall be entered into as a result of this invitation, without thereby incurring any liability to the affected bidder/s.
9. For further information, please refer to:

ATTY. ELIZABETH DYHN A. CABUNAGAN
BAC CHAIRPERSON
Bids and Awards Committee
The Row, Lacson St., Brgy. Bata,
Bacolod City

THRU :
THE SECRETARIAT
Bids and Awards Committee
The Row, Lacson St., Brgy. Bata, Bacolod City
bacsecretariat@negrospower.ph
0968 854 1498 / 0998 850 6330

Very truly yours,

(sgd.)

ATTY. ELIZABETH DYHN A. CABUNAGAN
BAC Chairperson
Negros Electric and Power Corp.

NEPC-BAC-2026-001

Supply and Delivery of 10/12.5 MVA Power Transformer for Panaogao Substation

TERMS OF REFERENCE

Section I: RATIONALE

The procurement of a critical substation equipment is fundamental to the continued reliable operation of Panaogao Substation. An essential component such as the 10/12.5 MVA power transformer is necessary to enable safe, reliable, and efficient operation of the facility. Securing modern, industry-standard equipment at this stage not only aligns the substation with best practices for safety and performance but also supports the long-term reliability and growth of the power infrastructure serving Panaogao Substation and its surrounding communities.

Section II: SCOPE OF WORKS

The scope of work includes all necessary activities for the Supply and Delivery of Power Transformer for Panaogao Substation, including but not limited to:

Supply and Equipment

- **Description/Tasks**
 - One (1) **set 10/12.5 MVA, 69/13.2 kV Power Transformer**
 - Including an **On-Load Tap-Changer (OLTC)** for voltage regulation and load balancing, as well as all standard accessories such as conservator tank, cooling system, tap changer (as specified), bushings, protection relays, temperature and pressure gauges, oil level indicators, terminal lugs, marshalling box, and fan system, and neutral grounding accessories.
 - Preferred manufacturers/brands for the power transformer may include internationally recognized and proven manufacturers from Japan, South Korea, Taiwan, Europe, ASEAN countries, India, North America, or other countries with established transformer manufacturing capability and proven utility references. Products originating from countries subject to active international trade sanctions, severe shipping disruption, armed conflict, or material geopolitical restrictions that may affect manufacturing, payment processing, shipment, warranty support, or spare parts availability may be disallowed or subject to further evaluation by Negros Power.
 - Equivalent brands meeting all technical, quality, delivery, and after-sales support requirements shall be accepted subject to approval by Negros Power.
 - The power transformer and all its accessories shall be manufactured, tested, and supplied as new and unused equipment, and must comply with all relevant national and international standards (IEC, ANSI, IEEE, or equivalent), as well as any applicable Philippine standards and grid codes for substation equipment.

General Requirements

- **Description/Tasks**
 - The Supplier shall ensure all shipments, imports/exports, and deliveries comply with all applicable national and local regulations, including any necessary shipping or customs permits for the equipment.
 - The Supplier is responsible for all expenses related to the handling, packaging, inland and international transportation, insurance, and delivery of equipment to Negros Power's designated delivery location.
 - All costs associated with proper and secure packaging, labeling, and safe shipment of equipment to prevent damage or loss in transit are the responsibility of the Supplier.
 - The Supplier shall coordinate delivery schedules with Negros Power's representative to ensure smooth receipt and inspection of goods at the delivery point.
 - The Supplier shall provide timely updates on the status of fabrication, shipping, customs clearance, and estimated delivery dates.
 - The Supplier is required to submit all required documentation (e.g., certificates of origin, shipping documents, customs paperwork, and delivery receipts) to facilitate smooth importation, if applicable.
 - The Supplier must maintain compliance with all health, safety, and environmental regulations during transport and delivery operations.
 - If any equipment is to be temporarily stored at the site prior to installation by others, the Supplier shall provide instructions and guidelines for proper storage and handling to ensure protection and preservation of goods.

Delivery

- **Description/Tasks**
 - Proper packaging, secure transport, and delivery of the power transformer and all associated accessories within the Negros Power franchise area.
 - Insurance coverage for the equipment during transit, up to formal acceptance at the site.
 - Coordination with Owner's representatives regarding delivery schedule, site access, and unloading requirements.
 - Offloading and placement of the equipment at the designated storage or equipment area at the Project Site.
 - Provision of delivery documentation, including packing lists and delivery receipts.

Documentation and Manuals

- **Description/Tasks**
 - Provision and submission of all factory test certificates, type and routine test reports, and quality assurance documents for the power transformer and all associated accessories.
 - Supply of detailed operation and maintenance manuals, installation guides, technical datasheets, and as-built drawings in both hard and electronic copies.
 - All operation and maintenance manuals shall be provided in English.

Factory Acceptance Test (FAT)

- **Description/Tasks**
 - Arrangement for Client representatives to witness factory acceptance testing of equipment, as required, prior to shipment. At least one (1) Negros Power PD&M personnel shall be included in the FAT delegation/team.
 - A team of three (3) personnel from Negros Power will participate in the Factory Acceptance Test over five (5) working days. The FAT involves the inspection of equipment prior to shipment to Bacolod, Negros, Philippines. The test aims to verify that all equipment meets the required specifications and is fully functional.
 - Duration: 5 working days
 - Location: Manufacturer's facility
 - Participants: 3 Negros Power personnel
 - All reasonable expenses related to the Factory Acceptance Test participation of up to three (3) Negros Power representatives for five (5) working days, including roundtrip airfare, inland transport, hotel accommodation, meals, visa assistance if required, and local logistical support, shall be for the account of the SUPPLIER / CONTRACTOR and shall be deemed included in the Contract Price.
 - Submission of FAT results and documentation.
 - FAT ACCEPTANCE CRITERIA: FAT shall be considered successfully completed only upon:
 - completion of agreed routine and specified tests;
 - submission of certified FAT results;
 - rectification of all major non-conformances;
 - written release for shipment issued by Negros Power.

Warranty and After-Sales Support for Supplied Equipment

- **Description/Tasks**
 - Provision of a warranty of at least five (5) years for the supplied power transformer and its accessories, covering all manufacturing and material defects from the date of delivery or commissioning, whichever comes later.
 - Provision of technical support for troubleshooting, guidance, or clarification on the supplied power transformer and its accessories throughout the warranty period.
 - Assurance of the availability of spare parts and technical services for the supplied power transformer and its accessories upon request during the warranty period.

Training

- **Description/Tasks**
 - The Supplier is required to provide comprehensive training to Negros Power personnel on the operation, routine maintenance, and handling procedures for the supplied power transformer and its accessories. The training program must be clearly outlined in the bid proposal and should strictly focus on the proper use, care, and basic onsite assembly, as may be required, for the delivered items.

Supply and Delivery of 10/12.5 MVA Power Transformer for Panaogao Substation

Terms of Reference

- Trainings are categorized into two areas:
 - Training for Operation and Maintenance of the Supplied Power Transformer and Its Accessories
 - Training on Handling and Preparation for Installation of the Supplied Power Transformer and Its Accessories
- Training Location: The training will take place in Bacolod City or within the Negros Power franchise area. The Supplier shall indicate the specific details of the training location and program in the bid submission.
 - Number of Trainees and Duration:
 - Number: 6 Negros Power personnel
 - Duration: 12 days (8 working days of substantive training)
- Expenses Associated with Training: The training will take place in Bacolod City or within the Negros Power franchise area. The Supplier shall indicate the specific details of the training location and program in the bid submission.
- Minimum Training Items: Lecture-based training using technical manuals and approved materials is acceptable.
 - Training must include the procedure for acceptance inspection of each equipment item, including checking the Impact Recorder with evaluation (Pass/Fail) criteria.
- A detailed process for all necessary handling and preparation steps prior to equipment installation must be provided.
- These training programs are designed to ensure that Negros Power personnel are fully capable of operating, maintaining, and properly handling and preparing the equipment for installation. The Supplier must outline the training schedule, curriculum, and associated costs as part of the bid submission.

Testing and Acceptance

- **Description/Tasks**
 - Conduct the Factory Acceptance Test (FAT) for the power transformer at the manufacturer's facility prior to shipment, in accordance with relevant international standards and Negros Power's requirements.
 - Notify and invite Negros Power representatives to witness the FAT, providing advance notice and assistance with necessary travel arrangements.
 - Provide comprehensive FAT documentation, including detailed test procedures, results, and certificates of compliance with specifications and standards.
 - Ensure that the power transformer and all accompanying accessories are clearly marked, properly labeled, and that all documentation corresponds accurately to the delivered items.
 - Upon delivery, assist and support Negros Power as requested during incoming inspection and acceptance checks, including visual inspection, verification of test results, inventory count, and initial condition reporting.
 - Promptly address and resolve any non-conformance or deficiency identified during FAT or upon delivery, including replacement or rectification of affected equipment at no additional cost to Negros Power.
 - Ensure that the power transformer is delivered with all required test certificates and technical documentation necessary for subsequent installation and site testing by others.

Project Management

- **Description/Tasks**
 - Submit a comprehensive project execution plan for the supply and delivery of the power transformer and its accessories, detailing schedules, key milestones (including manufacturing, inspection, packing, shipping, and delivery), and fundamental risk management strategies related to procurement and logistics.
 - Ensure safe and efficient handling, transport, and delivery of the power transformer and its accessories, with strict adherence to all applicable health, safety, and environmental (HSE) regulations during logistics and delivery operations.
 - Provide regular project progress reports, covering updates on manufacturing status, shipping schedules, and any issues that may impact delivery timelines.
 - Conduct coordination meetings (virtual or in-person as required) with Negros Power to provide updates, address concerns, and resolve issues pertaining to the procurement and delivery process.
 - Assign qualified personnel—such as a Project Manager or Logistics Coordinator—who will be responsible for overall management and communication throughout the supply and delivery process, ensuring efficient and timely execution of all contractual obligations.

Safety Requirements

- **Description/Tasks**
 - The Supplier shall ensure that all supply, packaging, handling, and delivery activities comply with all applicable national safety laws, transport regulations, and industry safety standards.
 - The Supplier shall provide appropriate safety and handling instructions for the transformer and its accessories, clearly identifying any hazards associated with the products, as part of the technical documentation accompanying the equipment delivery.
 - Safety Data Sheets (SDS) or equivalent documentation shall be provided for all supplied products, materials, and components as applicable, especially those containing oils, chemicals, or other potentially hazardous materials.
 - Personnel involved in the supply and delivery process must be trained in proper handling, loading, unloading, and transportation of high and medium voltage electrical equipment.
 - The Supplier shall ensure that its crew uses suitable Personal Protective Equipment (PPE) during delivery, unloading, and handling at the site.
 - Equipment must be securely packaged and clearly labeled to prevent accidents, injuries, or damage during transport, loading, unloading, and intermediate storage.
 - The Supplier shall utilize environmentally responsible packaging and materials to minimize waste; packaging materials should be recyclable or reusable where practicable.
 - All equipment and packaging materials must comply with applicable environmental and waste management regulations, including the proper disposal of any packing materials after delivery.

Supply and Delivery of 10/12.5 MVA Power Transformer for Panaogao Substation
Terms of Reference

- In the event of an accident, spill, or other incident during shipping or delivery, the Supplier shall notify Negros Power immediately and comply with all reporting, containment, and response protocols as required by law.
- The Supplier must ensure that all delivery vehicles and handling equipment used are in safe working condition and operated by qualified personnel.

As-Built Documentation

- **Description/Tasks**
 - The Supplier shall provide detailed as-shipped documentation for the supplied power transformer and its accessories, including final wiring diagrams, termination layouts (as applicable), general arrangement drawings, and equipment nameplate data.
 - The Supplier shall furnish comprehensive operation and maintenance manuals specific to the supplied transformer and its accessories, including recommended maintenance schedules, troubleshooting guides, and safety instructions.
 - Factory test reports, certificates of compliance, and relevant type and routine test results for the supplied transformer and its accessories shall be included in the documentation package.
 - All documents and manuals shall be submitted to Negros Power in both hard copy and electronic formats. Electronic copies shall be provided in PDF format for all documents, and in original CAD formats (such as DWG or DXF) for all drawings.
 - Documentation must be complete, accurate, and sufficient to ensure proper identification, safe handling, operation, and future maintenance of the supplied power transformer and its accessories.

Other Necessary Works

- **Description/Tasks**
 - Ensure that the supplied power transformer and its accessories conform to the required safety, reliability, and performance standards as specified in the technical requirements.
 - Guarantee compatibility and integration readiness of the power transformer by providing complete documentation, detailed technical information, and the manufacturer's interface requirements.
 - Address any technical clarifications, equipment documentation modifications, or supplemental requirements identified during the supply and delivery process, provided these do not constitute site works or installation.
 - Furnish all accessories, special tools, test certificates, technical manuals, and all other documentation necessary for the full operational use of the supplied power transformer.
 - Coordinate with Negros Power and its designated contractors to facilitate the proper receipt, handling, and storage of the equipment upon delivery.
 - Provide technical support and respond promptly to any concerns regarding the equipment delivered prior to, and during, site acceptance inspections.
 - The Supplier shall be responsible for proper and safe packaging of the power transformer and its accessories to minimize risk of damage during transit and delivery.

- The Supplier shall address, at no additional cost, any defects or deficiencies in the supplied power transformer or its accessories discovered before final acceptance.

Section II.b: EXPECTED OUTPUTS/DELIVERABLES

Upon completion of the supply and delivery of the power transformer and its accessories, the contractor shall provide the following to ensure a smooth transition to operational status. All required documents and deliverables must be prepared and submitted in accordance with the specified guidelines and within the established timeframe:

- 1. Bill of Quantities (BoQ)/Materials/Technical Specifications:**
 - a. Three (3) printed hard copies of the BoQ, materials list, and technical specifications for all equipment supplied.
 - b. Detailed information on the quantity, specifications, and descriptions of all supplied materials/equipment.
 - c. A comprehensive, itemized, and industry-standard aligned BoQ.
- 2. Equipment Drawings and Diagrams:**
 - a. Three (3) printed sets of relevant equipment drawings and wiring diagrams (on A3 size paper) for each supplied item.
 - b. Drawings must include general arrangement, wiring/termination, and any additional manufacturer-provided diagrams pertinent to installation and operation.
 - c. Drawings shall be clearly labeled and organized for easy reference.
- 3. Editable Soft Copy Versions:**
 - a. Editable digital versions of all documents and drawings (e.g., USB drive, CD, or online file transfer).
 - b. In commonly used formats (e.g., Microsoft Word for documents, AutoCAD/DWG for drawings, PDF for manuals/reporting).
 - c. Structured and easily accessible digital files.
- 4. Final Equipment Delivery Report:**
 - a. A comprehensive report covering project summary, equipment supplied, delivery methodologies, challenges encountered, and resolutions implemented.
 - b. Summary of inspections and factory acceptance tests (FAT) conducted prior to delivery.
 - c. Three (3) printed copies and an editable soft copy (e.g., Word or PDF) of the report.
- 5. As-Shipped Documentation:**
 - a. Three (3) printed sets of manufacturer-supplied as-shipped drawings (on A3 size paper), which accurately reflect the configuration of the supplied equipment.
 - b. Editable soft copies of these drawings.
- 6. Operation and Maintenance Manuals:**
 - a. Three (3) printed sets of operation and maintenance manuals for all supplied equipment.
 - b. Manuals must include detailed operation guidelines, maintenance schedules, troubleshooting guides, and safety instructions.
 - c. Editable soft copies of these manuals (e.g., Word and/or PDF).

All deliverables must meet contract quality standards and be submitted within the agreed

Supply and Delivery of 10/12.5 MVA Power Transformer for Panaogao Substation
Terms of Reference

timeline. The contractor is responsible for ensuring accuracy, comprehensiveness, and that all documentation fully reflects the actual equipment supplied.

Section II.c: TURNOVER DELIVERABLES

1. Three (3) bound printed hard copies of the Bill of Quantities (BoQ), materials list, and technical specifications for all supplied equipment.
2. Three (3) sets of equipment drawings and wiring diagrams printed on A3 size paper for record and reference.
3. Three (3) printed hard copies of relevant factory test reports, certificates of compliance, and quality control documentation.
4. Editable soft copies of all reports, drawings, and documentation in commonly used digital formats (e.g., Word, PDF, AutoCAD/DWG).

Section III: CONTRACTOR / SUPPLIER RESPONSIBILITIES

The CONTRACTOR / SUPPLIER will be responsible for:

1. Quality Assurance:
 - a. Ensuring that all supplied equipment meets the specified technical standards and performance criteria.
 - b. Providing certificates of compliance and relevant factory test reports.
2. Delivery and Logistics:
 - a. Coordinating and managing the delivery of all equipment to the specified location.
 - b. Ensuring timely delivery in accordance with the agreed project schedule.
3. Technical Support and Warranty:
 - a. Providing technical support for supplied equipment during the warranty and turnover phases, including guidance/clarification on documentation and initial set-up.
 - b. Offering a warranty period for supplied equipment, covering defects in materials and workmanship as per contract terms.

Section IV: OWNER'S ROLE

Negros Power will:

1. Set Desired Outcomes:
 - a. Define and communicate the desired and agreed results of the supply and delivery activities under the contracted agreement.
 - b. Monitor progress and ensure that the outcomes are achieved as per contract requirements.
2. Provide Access and Support:
 - a. Provide access to the delivery site and necessary support to the CONTRACTOR/SUPPLIER for the receipt, inspection, and acceptance of equipment.
 - b. If applicable, coordinate site access for installation and testing activities.
3. Review and Approval:
 - a. Review and approve all documentation, reports, and equipment supplied by the CONTRACTOR/SUPPLIER, ensuring compliance with the specified standards and requirements.

Section V: COMMERCIAL REQUIREMENTS

1. CONTRACTOR / SUPPLIER must be a registered Business Entity in the Philippines.
2. Currency: Philippine Peso (Php) only.
3. Bid prices must be VAT inclusive.
4. Project Completion: **90 calendar days** from issuance of Notice to Proceed (NTP).
5. Delivery Location: Negros Power franchise area
6. Price Validity: Ninety (90) days from date of closing of the Bidding Date.
7. Payment Schedule: Payment shall be made based on the following milestone schedule, subject to the submission of the corresponding Billing Invoice and other supporting documents as may be required by Negros Power:
 - a) Twenty percent (20%) of the Contract Price payable within thirty (30) days upon Contract Signing, issuance of Notice to Proceed, approved Purchase Order, submission of Performance Bond, approved project schedule, and corresponding Billing Invoice. Ten Percent (10%) retention shall be deducted from this billing.
 - b) Twenty Percent (20%) payable within thirty (30) days upon approval of drawings, technical data sheets, confirmed manufacturing start, and corresponding Billing Invoice. Ten Percent (10%) retention shall be deducted from this billing.
 - c) Thirty Percent (30%) payable within thirty (30) days upon successful completion of FAT, submission of FAT reports, Owner release for shipment, and Billing Invoice. Ten Percent (10%) retention shall be deducted from this billing.
 - d) Twenty Percent (20%) payable within thirty (30) days upon complete delivery to site, submission of shipping/delivery documents, signed Certificate of Delivery, and Billing Invoice. Ten Percent (10%) retention shall be deducted from this billing.
 - e) Ten Percent (10%) Final Billing payable within thirty (30) days upon Project Completion, closure of punchlist items, complete turnover documents, and Billing Invoice. Ten Percent (10%) retention shall be deducted from this billing.
 - f) Retention – Retention Money equivalent to ten percent (10%) of the Contract Sum accumulated from prior billings shall be released upon Project Final Acceptance.
8. ADVANCE / PRE-DELIVERY SECURITY: Any payment made prior to shipment or delivery shall be subject to submission of valid Performance Bond and such other security instruments as may be required by Negros Power. Insurance and Bond Schedule:
 - o **Payment Bond** – 15% of Contract Sum.
 - o **Warranty Bond** – 10% of Contract Sum.
 - o **Performance Bond** – 20% of Contract Sum.

All bonds/insurances shall be issued by reputable banks or bonding companies acceptable to Negros Power.

9. Within seven (7) calendar days from Notice of Award, the winning bidder shall submit a detailed baseline project schedule covering engineering approvals, manufacturing, FAT readiness, FAT dates, shipment, customs clearance, and site delivery milestones. Approval of the baseline schedule by Negros Power shall be a prerequisite to project kickoff and release of the initial payment.

Section VI: BIDDER REQUIREMENTS

The following documents must be submitted during the Bidding proper:

Legal and Technical Requirements:

- a. For Joint Ventures: PCAB Joint Venture Special License and valid Joint Venture Agreement, provided one joint-venture company has PCAB License Category B or higher with SP-EE;
- b. Special Power of Attorney or Secretary's Certificate of the authorized representative, if any
- c. List of at least three (3) existing major clients for the last five (5) years;
- d. DTI/SEC/CDA Registration Certificate
- e. Updated Mayor's or Business Permit
- f. BIR Form 2303
- g. Latest Valid Tax Clearance or Sworn Application for Tax Clearance with previously issued Tax Clearance;
- h. Philippines Contractor Accreditation Board (PCAB) License category "B" or higher, with SP-EE (Electrical Works) specialization category "B" or higher;
- i. Latest Income Tax Return;
- j. Latest Business Tax Return (VAT or percentage tax);
- k. Statement of all ongoing and completed government and private contracts, including contracts awarded but not yet started, which are similar to the contract to be bid;
- l. Statement of the bidder's Single Largest Completed Contract (SLCC) within the past ten (10) years, which shall have a contract cost of at least fifty percent (50%) of the Approved Budget for the Contract (ABC) and similar to the contract to be bid. The SLCC shall be inclusive of VAT and taken at face value (e.g. not subject to price adjustments or escalation for projects completed in the past years). The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the contractor.

For this purpose, "similar" refers to contracts which have the same major categories of the scope of works (provide proof).
- m. 2025 Audited Financial Statements with proof of submission to BIR;
- n. Monthly Statement of Cash Flows for the past six (6) months or interim or latest Financial Statements in lieu of the cash flow;
- o. Cash flow forecast for the next twelve (12) months;
- p. Computation of Net Financial Contracting Capacity (NFCC). However, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation; and

The computation of a bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows: $NFCC = [(Current\ assets\ minus\ current\ liabilities) (15)]$ 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 to be bid.
The NFCC computation shall be determined for both the 2024 Audited Financial Statement and the Audited 2025 Financial Statements.
- q. Valid Negros Power accreditation.
- r. Acceptance of the TOR and Bid Docs (Form 6)

Financial Requirements:

1. Bid Security
2. Duly-accomplished Technical Data Sheets;
3. Duly-accomplished Bid Price Schedule.

Bidders shall submit the one (1) original copy of the Legal & Technical and Financial Requirements in separate sealed envelopes before the specified deadline. Late bids are automatically rejected.

Bidders are required to submit with the Financial Proposal Envelope a Flash Drive copy of the Bid Price Schedule. This Flash Drive copy intends only to facilitate the correction of arithmetical errors in the Bid Prices and should not, in any way, be construed to replace the hard copy of price schedules to be signed by the bidders. Hence, should there be any discrepancy between the signed price schedules and the Flash Drive copy of such, the former shall prevail.

Section VII: DELIVERY TIME

The Contractor shall complete the performance of services for the Supply and Delivery of 10/12.5 MVA Power Transformer for Panaogao Substation, ninety (90) calendar days from receipt of Notice to Proceed (NTP). Failure to meet the guaranteed completion shall result in liquidated damages.

Section VIII: Liquidated Damages

The Parties acknowledge and agree that the 10/12.5 MVA Power Transformer and its associated accessories for Panaogao Substation are critical long-lead items required for the timely installation, testing, commissioning, and energization. The Parties further acknowledge that any delay by the SUPPLIER in the performance of its obligations will cause the OWNER to incur losses, damages, disruption costs, and schedule impacts, the exact amount of which would be difficult to ascertain. Accordingly, the Parties agree that the following Liquidated Damages shall be payable by the SUPPLIER as a genuine pre-estimate of damages and not as a penalty.

Section VIII.a Applicability

If the SUPPLIER fails to achieve any Contract Milestone within the time specified in the Contract, including any duly approved extension of time, for reasons solely attributable to the SUPPLIER, the SUPPLIER shall be liable to pay Liquidated Damages in accordance with this Section.

For purposes of this Contract, the following shall constitute Contract Milestones:

- a. **FAT Readiness Date** – the date by which the power transformer and all required accessories shall be fully manufactured, assembled, internally tested, documented, and ready for Factory Acceptance Test (FAT) by the OWNER.
- b. **Shipment Date** – the date by which the power transformer and all accessories shall be fully packed, cleared for dispatch, and loaded or turned over to the carrier for transport to the Philippines after successful completion of FAT and OWNER release for shipment.
- c. **Site Delivery Date** – the date by which the power transformer and all accessories shall be delivered in complete and acceptable condition to the designated delivery point of the OWNER within the Negros Power franchise area.

Section VIII.b Rates of Liquidated Damages

In the event of delay, the SUPPLIER shall pay Liquidated Damages as follows:

- a. For failure to meet the FAT Readiness Date:
Five Hundredths of One Percent (0.05%) of the Total Contract Price for each calendar day of delay
- b. For failure to meet the Shipment Date:
Seventy-Five Thousandths of One Percent (0.075%) of the Total Contract Price for each calendar day of delay
- c. For failure to meet the Site Delivery Date:
One-Tenth of One Percent (0.10%) of the Total Contract Price for each calendar day of delay

Section VIII.c Commencement and Cessation of Delay

Liquidated Damages shall commence automatically on the first calendar day immediately following the missed milestone date and shall continue to accrue up to and including the calendar day immediately preceding actual achievement of the relevant milestone.

Achievement of a milestone shall be determined exclusively by the OWNER based on written confirmation, documentary evidence, inspection records, shipping records, delivery receipts, submission of required documents, and compliance with Contract requirements.

Section VIII.d Non-Duplication; Successive Application

For any single period of delay, only one applicable Liquidated Damages rate shall apply.

If delay under one milestone continues and results in failure of a subsequent milestone, the higher applicable rate for the subsequent milestone shall automatically apply from the date such subsequent milestone is missed, without prejudice to previously accrued Liquidated Damages.

Section VIII.e Cap on Liquidated Damages

The aggregate Liquidated Damages recoverable under this Contract shall not exceed: Ten Percent (10%) of the Total Contract Price

Upon reaching such amount, the OWNER shall have the right, at its sole option and without prejudice to other remedies available under law or contract, to:

- a. terminate or rescind the Contract;
- b. procure replacement equipment from third parties at the SUPPLIER's cost;
- c. forfeit applicable bonds or securities; and/or
- d. recover all additional damages to the extent permitted by law.

Section VIII.f Recovery and Set-Off

Liquidated Damages may be deducted, withheld, or set off by the OWNER from any monies due or which may become due to the SUPPLIER, including progress payments, retention amounts, final payments, bonds, guarantees, or any other security, without need of further notice or demand.

Payment or deduction of Liquidated Damages shall not relieve the SUPPLIER from its obligation to complete delivery and perform all remaining obligations under the Contract.

Section VIII.g No Waiver

Failure by the OWNER to impose or collect Liquidated Damages immediately upon occurrence of delay shall not constitute waiver of such right. The OWNER may assess and recover Liquidated Damages at any time prior to final settlement of the Contract.

Section VIII.h Grounds Not Attributable to Supplier

Liquidated Damages shall not apply only where delay is directly caused by:

- a. written suspension order issued by the OWNER;
- b. written variation order materially affecting schedule;
- c. force majeure as expressly defined in the Contract; or
- d. delay solely caused by the OWNER's failure to perform a time-bound contractual obligation, provided such obligation is expressly stated in writing.

The SUPPLIER must give written notice to the OWNER within seven (7) calendar days from occurrence of the delaying event, together with complete supporting evidence. Failure to give timely written notice shall constitute waiver of any claim for relief from Liquidated Damages.

Section VIII.i Burden of Proof

The burden of proving that any delay is excusable, compensable, concurrent, or not attributable to the SUPPLIER shall rest solely upon the SUPPLIER.

Section VIII.j Time is of the Essence

Time is of the essence in this Contract. All milestone dates are material and mandatory obligations of the SUPPLIER.

Section IX: WARRANTY

Section IX.a: WARRANTY PERIOD

The warranty period for the Supply and Delivery of 10/12.5 MVA Power Transformer for Panaogao Substation shall be as follows:

1. Warranty Duration:
 - a. The power transformer shall have a minimum warranty period of five (5) years from the date of delivery or commissioning, whichever comes later.
2. Warranty Coverage:
 - a. The warranty shall cover any defects in materials and workmanship under normal use, handling, and maintenance in accordance with the manufacturer's specifications.
 - b. The warranty shall also cover performance-related issues, ensuring that equipment (including the transformer) meets specified capacity and performance standards throughout the warranty period.
3. Conditions of Warranty:
 - a. The warranty is void if the equipment is misused, mishandled, or subjected to conditions outside the specified operating parameters.
 - b. Regular maintenance per manufacturer guidelines, conducted and properly documented by Negros Power or its representatives, is required for validity of the warranty.
4. Claims and Remedies:
 - a. In the event of a warranty claim, the Supplier shall, at their own expense, repair or replace the defective equipment within a reasonable timeframe.

Supply and Delivery of 10/12.5 MVA Power Transformer for Panaogao Substation
Terms of Reference

- b. If the equipment cannot be repaired or replaced within a reasonable period, the Supplier shall provide a prorated refund based on the remaining warranty period.
5. Exclusions:
 - a. The warranty does not cover damages resulting from external causes such as natural disasters, unauthorized modifications, or improper installation by parties other than the CONTRACTOR/ SUPPLIER.
6. Support and Maintenance:
 - a. The Supplier shall provide ongoing technical support and spare parts advisory services during the warranty period to ensure optimal performance of the supplied equipment.

This warranty ensures that all supplied equipment will be reliable and perform as specified, providing assurance to Negros Power of the quality and longevity of the delivered substation equipment.

Section IX.b: CERTIFICATE OF PRODUCT WARRANTY

The SUPPLIER shall provide a “Certificate of Product Warranty” for each major item of supplied equipment. For the power transformer, the warranty period shall be five (5) years from the date of delivery or commissioning, whichever comes later. During the respective warranty periods, the SUPPLIER shall, at no additional cost to Negros Power, promptly repair or replace any product determined to be defective in materials or workmanship under normal use. All costs associated with repair or replacement—including removal (if applicable), shipping, handling, and re-delivery of the product or its components—shall be borne entirely by the SUPPLIER.

Section X: OTHER WARRANTIES

1. The Contractor shall warrant an independent contractor-employer relationship.
2. Contractor has control over the works and services, and selection, engagement, and control of employees.
3. The Contractor shall warrant the deployment of trained and experienced employees.
4. The Contractor shall warrant the provision of appropriate identification, uniforms, safety equipment, and PPEs.
5. Contractor holds Negros Power free from any damages or claims arising from non-compliance or negligence.
6. The Contractor shall warrant full accountability for accidents or injuries during the performance of work.
7. Negros Power’s liability limited to the total value of fees paid under the agreement.
8. The Contractor shall warrant that the scope of works is covered by Insurance (all risks) until it is fully delivered to and accepted by Negros Power.
9. The Contractor shall remain liable for all defects during the Defects Liability Period of one (1) year from project completion up to final acceptance by Negros Power and shall undertake all necessary corrective works at its own expense.

Section XI: VALIDITY AND SAVING CLAUSE

1. Any void or unenforceable provision shall not invalidate the remaining provisions. Parties shall replace void or unenforceable provisions with valid ones that come closest to the original intent.
2. Negros Power may terminate the agreement for breach of any terms. The rights and remedies specified are in addition to any other remedies provided by law.
3. Negros Power may adjust the contract for changes in governmental policies or compliance with regulations.
4. Any amendments must be in writing and signed by authorized representatives of both parties.

Section XII: OWNERSHIP AND CONFIDENTIALITY

1. All documents, plans, and materials developed under this contract are the property of Negros Power.
2. Contractor agrees to confidentiality and non-disclosure of any proprietary information.
3. The contract's terms and conditions supersede any prior agreements or understandings.
4. This document represents the complete agreement of both parties.