INVITATION TO BID
Bid Reference No.: NEPC-BAC-2026-002

Name of Project: Complete Construction, Supply, Installation, Testing, Commissioning, and Turnover of the 30/37.5 MVA The Upper East Megaworld Substation (Excluding Owner-Supplied Materials)

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	:	Complete Construction, Supply, Installation, Testing, Commissioning, and Turnover of the 30/37.5 MVA The Upper East Megaworld Substation (Excluding Owner-Supplied Materials)
Contract Location/Delivery	:	The Upper East, Megaworld, Bacolod City
Contract Duration	:	365 Calendar Days
Approved Budget for the Contract (ABC)	:	**Php 90,000,000.00 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 29, 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 22, 2026
Issuance of last Bid Bulletin, if any	June 25, 2026
Deadline of Submission of Bids	June 29, 2026, 11:00 AM
Opening of Bids	June 29, 2026, 1:00 PM
Evaluation of Bids/Post Qualification	June 29, 2026 –July 15, 2026
Issuance of Notice of Award	July 16, 2026

4. A complete set of Bidding Documents may be acquired by interested bidders from **May 25, 2026 – June 29, 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 **Thirty Thousand Pesos (Php 30,000.00),** inclusive of VAT and subject to the applicable withholding taxes.

5. Bids must be delivered and received by the BAC on or before **11:00 AM of June 29, 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-2026-002
Complete Construction, Supply, Installation, Testing, Commissioning, and Turnover of the 30/37.5 MVA The Upper East Megaworld Substation (Excluding Owner-Supplied Materials)

TERMS OF REFERENCE

Section I: RATIONALE

The establishment of the 30/37.5 MVA The Upper East Megaworld Substation is vital to ensure reliable, safe, and efficient delivery of power to the Megaworld franchise area. This project supports the growing demand for electricity and provides future capacity for network expansion. Timely procurement, construction, installation, and integration of the substation's civil, architectural, and electrical facilities—including specialized primary equipment, protection relays, SCADA systems, and grounding—are critical to maintain project schedules, achieve operational readiness, and ensure compliance with safety and regulatory requirements.

Section II: SCOPE OF WORKS

The CONTRACTOR shall provide all labor, contractor-furnished materials, tools, equipment, consumables, supervision, testing, and commissioning necessary to complete the works. OSM (Owner-Supplied Materials) will be provided by Negros Power but shall be handled, installed, and integrated by the CONTRACTOR.

The completed facility shall be fully functional, safe, and operational, consistent with approved designs, BOQ, and specifications.

General Requirements

- **Description/Tasks**
  - Conduct site inspection and verification of actual site conditions prior to mobilization.
  - Mobilize and demobilize manpower, construction equipment, tools, and vehicles as needed.
  - Include all incidental works necessary to complete the facility, even if not explicitly indicated, at no additional cost to the OWNER.
  - Secure and comply with all permits, clearances, accreditations, and approvals required by government authorities, regulatory agencies, the OWNER, and the Estate Management/Developer (Megaworld Property).
  - Comply with all applicable laws, ordinances, rules, regulations, safety requirements, and policies implemented by the OWNER, Estate Management/Developer (Megaworld Property), and government agencies during construction, testing, commissioning, maintenance, repair, and access works.
  - Coordinate with the OWNER for tapping of utilities, ensuring installation of sub-meters for power and water consumption.
  - Provide adequate personal protective equipment (PPE), hand tools, lifting devices, and supervision to comply with safety requirements.

- Safely handle, transport, unload, and store Owner-Supplied Materials (OSM); CONTRACTOR shall replace any damaged or lost OSM materials caused by negligence.
- Attend weekly coordination meetings and provide updates on project status and scheduling.
- Construct and maintain temporary facilities (site offices, barracks, warehouses, access roads, safety signage) to support site activities.
- Utilize only OWNER-designated and/or Estate Management-approved areas for site offices, laydown, parking, storage, and staging of materials and equipment.
- Pay all applicable construction staging fees, entry fees, access fees, road usage fees, and other charges imposed by the Estate Management/Developer (Megaworld Property) required for construction activities, including fees for six-wheeler vehicles and above, throughout the construction and operational phases, unless otherwise specified by the OWNER.
- Ensure that all construction vehicles, deliveries, and personnel comply with traffic management, access control, and security protocols implemented by the OWNER and/or Estate Management/Developer (Megaworld Property).
- Provide one (1) brand-new 7-seater SUV, subject to OWNER approval, for the exclusive use of the OWNER's Project Management Team for the duration of the project. The CONTRACTOR shall shoulder all costs related to registration, insurance, preventive maintenance, repairs, fuel, and all other operational requirements necessary to maintain the vehicle in good running condition for the duration of the project. The service vehicle shall be turned over to the OWNER upon final acceptance of the project.
- Submit complete as-built drawings, product data sheets, manuals, and test reports for OWNER's approval prior to turnover.
- Submit construction schedule, manpower histogram, procurement schedule, and testing/commissioning schedule for OWNER review.
- Provide lifting plans, rigging plans, and handling procedures for transformer and heavy OSM equipment.

Architectural and Civil Works (Materials + Labor)

- **Description/Tasks**
  - Conduct topographic survey, site relocation, and soil bearing capacity tests.
  - Perform structural analysis, detailed engineering design, drafting, and detailing for all civil and structural components.
  - Construct reinforced concrete perimeter fence, including gates and security access points.
  - Execute drainage works, including catch basins, culverts, and outfall structures for proper stormwater discharge.
  - Undertake site development works such as construction of concrete roads, seclusion fencing, and graveling of access/parking areas.
  - Construct reinforced concrete foundation for the 30/37.5 MVA power transformer, complete with anchor bolts, embedded plates, and proper alignment.
  - Construct transformer oil pit with galvanized steel gratings, reinforced concrete retaining walls, and drainage channel connected to containment.

- Construct reinforced concrete foundations for 69 kV and 13.2 kV circuit breakers.
- Fabricate and install hot-dip galvanized steel beams, columns, and equipment foundations for 69 kV and 13.2 kV substation equipment.
- Construct and install self-supporting steel pole foundation and pole structure for 69 kV take-off.
- Construct control house (structural, architectural, and finishing works) including roof, walls, doors, windows, interior finishes, and utility rough-ins.
- Install reinforced concrete manholes, ducted trenches, and pull boxes for cable routing and field wiring.
- Remove, demolish, and properly dispose of existing/dilapidated structures and debris as designated by the OWNER.
- Provide cable trench covers, sump pits, drainage pumps, and water management provisions where required.

Electrical Works (Labor + Materials excluding OSM)

1. **Busworks & Line Hardware**
   - **Description/Tasks**
     - Install busworks and associated electrical equipment, including bus supports and fittings.
     - Supply and erect steel pole 90 ft galvanized for 69 kV take-off.
     - Install power and grounding conductors: THHN copper stranded #500 MCM, THW copper stranded insulated #4/0 (green and black), ACSR #795 “Condor.”
     - Terminate conductors using appropriate lugs, clamps, compression fittings, and crimping tools.
     - Install suspension and strain insulators (polymer type) for 69 kV and 25 kV applications.
     - Install strain clamps, wedge connectors, shell ampact fittings, shackles, clevises, eyenuts, galvanized bolts, washers, and link chains.
     - Provide proper stringing, tensioning, sagging, and alignment of overhead line conductors.
     - Provide guying system, anchors, and grounding for steel pole where required by final design.
     - Apply anti-oxide joint compound and proper torque tightening on all conductor and bus connections.

2. **Protection Relays and Accessories**
   - **Description/Tasks**
     - Supply, install, and configure SEL-311L line current differential & backup distance protection relay. The protection scheme shall be designed with provision for future expansion to accommodate up to three (3) sources. The relay installed at the remote end shall have matching specifications and compatibility with the local relay.
     - Supply, install, and configure SEL-2414 tap changer control & transformer monitoring relay.
     - Supply and install SEL-787 transformer differential relay (125 VDC). The SEL-787 has a built-in logic-based lockout function capable of tripping both 69 kV and 13.2 kV breakers simultaneously. For breaker

control, the SEL-787 shall handle primary control, while additional control functions may be mapped through SEL-2411 or via RTU through SCADA.
- Supply and install SEL-751 feeder protection and automation relay.
- Supply and install SEL-487B bus differential relay. Installation is required; however, considering the substation is currently in a single bus configuration, activation of the bus differential function may be deferred until the system is upgraded to a double bus arrangement. The relay shall be supplied with provision for future activation.
- Install SEL-2440 discrete programmable automation controller. The SEL-2440 I/O module is sufficient for SCADA integration; the SEL-2523 Annunciator is not required and shall not be included in the scope.
- Install SEL-2411 programmable automation transfer switch controller (125 VDC).
- Install SEL-2411 equipment monitoring relay.
- The Contractor may include auxiliary lockout relays in addition to the SEL-787 built-in lockout function. If provided, auxiliary lockout relays shall conform to the Technical Data Sheet requirements.
- Install power meters with communication ports for integration to SCADA.
- Configure breaker control, monitoring, alarm, and event management functions for integration to the SCADA system through the applicable protection relays and automation controllers.
- Perform relay testing, simulation, and calibration according to manufacturer standards.
- Provide complete relay settings files, logic diagrams, event reports, firmware updates, and backup configuration files upon turnover.
- Perform secondary injection testing, end-to-end testing, and SCADA point verification.

3. Control & Instrumentation Cables

- **Description/Tasks**
  - Supply, pull, and terminate instrument cable, single-pair twisted, 2-core stranded copper shielded PVC-sheath (1.3 sqmm).
  - Supply, pull, and terminate instrument cable, single-triad twisted, 3-core stranded copper shielded PVC-sheath (1.3 sqmm).
  - Supply, pull, and terminate control cable, 2-core stranded copper AWG#12 or 3.5 sqmm (Red-Black).
  - Supply, pull, and terminate control cable, 2-core stranded copper AWG#12 or 3.5 sqmm (Yellow-Yellow).
  - Supply, pull, and terminate control cable, 4-core stranded copper AWG#10 or 5.5 sqmm (Red-White-Black-Green).
  - Supply, pull, and terminate control cable, 4-core stranded copper AWG#12 or 3.5 sqmm (Red-Blue-Red-Blue).
  - Terminate cables on panels, relays, and junction boxes using proper ferrules, tags, and numbering.
  - Provide cable trays, supports, cleats, clamps, conduits, sleeves, glands, lugs, and accessories required for complete installation.
  - Perform cable pulling, dressing, bundling, routing segregation, and

neat arrangement inside trenches, trays, conduits, and panels.
- Perform continuity test, insulation resistance test, core identification test, loop check, and functional point-to-point verification.
- Submit cable schedules, termination records, and as-built cable routing drawings prior to turnover.

4. **Aluminum Bus Pipe and Accessories**
   - **Description/Tasks**
     - Supply and install seamless SCH-80 aluminum pipes (2 1/2" & 2" diameter) with silicon insulation.
     - Supply and install bus clamps for 795 MCM conductors, single-conductor type (3" & 5" bolt circle).
     - Install bi-metallic transition plates (4-hole, 3"x3").
     - Install bus support connectors, tube-to-insulator, vertical type, for 2" and 2 1/2" diameter.
     - Install aluminum tee connectors, rigid clamping connectors, elbow couplers, and non-transverse tee fittings.
     - Perform proper alignment, bolting, and torque application for bus pipe connections.

5. **SCADA Services**
   - **Description/Tasks**
     - Supply, install, configure, test, and commission the complete SCADA communication and interface system for the substation.
     - Supply and install all required SCADA interface equipment, communication devices, industrial networking components, interface panels, and associated accessories necessary for complete system operation.
     - Provide and install all required communication cables, fiber optic cables, control wiring, conduits, supports, terminations, grounding, and related materials for the SCADA system.
     - Integrate all protection relays, meters, RTUs, gateways, transformers, feeders, and other intelligent electronic devices (IEDs) into the SCADA system as indicated in the approved drawings and system requirements.
     - Perform configuration and interfacing of communication protocols such as DNP3, Modbus, IEC 60870-5-101/104, IEC 61850, or other applicable protocols required for the project.
     - Map all datapoints required by the Negros Power Command Center using DNP3, and map all datapoints for I/O and IEDs connected to the gateway using applicable industrial protocols including Modbus Serial/IP, DNP3 Serial/IP, and IEC 60870-5-101/104.
     - Conduct point-to-point testing of all gateway-mapped points at site using a DNP3 simulator.
     - Provide and supply complete wiring diagrams to Negros Power personnel for proper interfacing of Digital Inputs (DI) and Digital Outputs (DO) to the designated SCADA terminal block, gateway, and SCADA system.
     - Conduct point-to-point checking, functional testing, communication testing, simulation, and system commissioning to verify proper

SCADA operation and communication with the control center.
- Perform remote communication verification, redundancy testing, and failover testing of all communication links and network components.
- Perform system start-up including powering up the system, loading the correct version of all applications and databases, activating data links, and verifying correct operation of the system prior to turnover for Site Acceptance Testing.
- Perform all routine and periodic maintenance of all installed SCADA systems during the Defects Liability Period and the one (1) year Warranty Period.
- Prepare and submit complete SCADA system documentation including communication architecture drawings, wiring diagrams, IP addressing plans, protocol mapping, testing reports, and as-built drawings.
- Provide technical support, troubleshooting, and corrective works during testing, commissioning, and warranty period.
- Conduct training for Negros Power authorized personnel on the installed SCADA system, covering operation, maintenance, and upgrade of the complete gateway system, with the objective that trained personnel shall be self-sufficient in operating and maintaining the system.
- Facilitate online coordination meetings via Zoom or equivalent platform as required by the Owner throughout the project duration. All associated costs shall be borne by the Contractor.

6. Substation Grounding System

- **Description/Tasks**
  - Supply and install copper-clad bare stranded wire #4/0 (40% conductivity).
  - Supply and install copper-clad ground rods 5/8" dia x 10' (Cadweld).
  - Install compression connectors 3/0–250 MCM copper Hytap (Burndy Cat#YGHC29C29).
  - Install compression connectors #2–250 MCM cross-connect copper Hygrid (Burndy Cat#YGL29C29).
  - Excavate trenches, lay grounding grid, weld/bond connections, and backfill with treated soil.
  - Conduct ground resistance and step/touch potential tests to ensure compliance with IEEE Std 80.
  - Bond all steel structures, fence sections, cable trays, equipment frames, and neutral grounding points to grounding grid.

7. Extra-Low Voltage (ELV) Systems

- **Description/Tasks**
  - Install fire detection and alarm system (FDAS) including detectors, panels, alarms, and wiring.
  - Install CCTV system including cameras, DVR/NVR, and cabling.
  - Install structured cabling for data and communications network.
  - Install public address (PA) and background music (BGM) system in control building.
  - Integrate alarms and monitoring points to annunciator / SCADA where

applicable.

8. **Low Voltage (LV) Systems**
    - **Description/Tasks**
        - Supply and install low voltage switchboards.
        - Supply and install power distribution panels rated ≤600 V.
        - Supply and install lighting system and convenience outlets.
        - Supply and install emergency lighting and auxiliary power system.
        - Interface OWNER-supplied batteries and charger to auxiliary DC system.

9. **Medium Voltage (MV) Systems**
    - **Description/Tasks**
        - Install 13.2 kV medium voltage distribution system from the transformer secondary.
        - Install MV switchgear, breakers, and protection relays (OSM-supplied).
        - Lay, terminate, and splice medium voltage cables for 13.2 kV circuits.
        - Install bus ducts, trays, and supports for MV cabling.
        - Install bonding, grounding, and safety interlocks for MV systems.
        - Perform insulation resistance, phasing, and functional interlock tests.

10. **High Voltage (HV) Systems**
    - **Description/Tasks**
        - Install 30/37.5 MVA power transformer (OSM-supplied) including accessories, bushings, OLTC, and marshalling kiosk.
        - Install HV bushings, surge arresters, disconnect switches, and terminations (OSM-supplied).
        - Supply, lay, and terminate high-voltage cables (69 kV class).
        - Connect to incoming NGCP/Utility line and perform testing in compliance with grid codes.
        - Provide transformer handling, positioning, assembly supervision, oil processing support, and energization readiness checks.

Fire Protection & Suppression

- **Description/Tasks**
    - Install fire protection system in control house: sprinklers, hose cabinets, extinguishers, smoke/heat detectors.
    - Install automatic fire suppression system for transformer area (deluge spray or equivalent).
    - Construct and line transformer oil containment pit with fire-resistant material.
    - Provide reinforced blast walls per NFPA/RA 9514 standards.
    - Secure Fire Safety Evaluation Clearance (FSEC) and Fire Safety Inspection Certificate (FSIC) from BFP.

Testing and Commissioning

- **Description/Tasks**
  - Perform Factory Acceptance Tests (FAT) for all major equipment prior to shipment, with at least one (1) Negros Power PD&M personnel present and included during the conduct of each FAT.
  - Conduct Site Acceptance Tests (SAT) for installed systems.
  - Test relays, SCADA integration, transformer ratio/polarity, CT/PT accuracy, insulation resistance, hipot, and functional checks.
  - Conduct load simulation and protection relay coordination tests.
  - Submit complete test documentation and certification to OWNER.
  - Close all punchlist items prior to final energization.

Documentation and As-Built Drawings

- **Description/Tasks**
  - Prepare and submit accurate as-built drawings (A3 size) reflecting final implementation.
  - Manuals, operation guides, test reports, and certifications to be submitted in both hard and soft copies.
  - Document installation methods, equipment records, and material data for OWNER approval.
  - Handover all technical documents in English, including CAD file formats (DWG/DXF) for drawings.
  - Include editable relay settings files, SCADA database backups, and communication configuration files.

Project Management

- **Description/Tasks**
  - Coordinate with OWNER for overall project integration.
  - Provide regular progress and status reports, including logistics, risks, and mitigation strategies.
  - Maintain organized communication and designate a Project Manager or Site Supervisor for overall responsibility.
  - Attend and participate in coordination meetings throughout the construction and testing period.

Training and Documentation

- **Description/Tasks**
  - Prepare and submit complete O&M manuals for all installed equipment.
  - Provide test reports, as-built drawings (hard and soft copies), and software/firmware licenses.
  - Conduct training sessions for NEPC personnel covering operation, troubleshooting, and preventive maintenance.
  - Provide system handover presentation and knowledge transfer.

Safety Requirements

- **Description/Tasks**
  - Ensure compliance with the Department of Labor and Employment (DOLE) Occupational Safety and Health Standards, Fire Code of the Philippines (RA 9514), and all applicable laws and regulations.
  - Comply with all OWNER safety requirements, including but not limited to the Negros Power PD&M Code of Safe Practices and site-specific HSE guidelines. In case of discrepancies, the higher standard shall prevail.
  - Provide appropriate PPE (helmets, vests, gloves, safety shoes, harnesses, goggles, face shields, welding shields, etc.) for all site workers and visitors, rated to ANSI or equivalent standards.
  - Ensure 100% fall protection for all works above 2 meters, and provide safe platforms, scaffolds, or mechanical lifts as required.
  - Maintain a certified Safety Officer on-site at all times to supervise works, inspect operations, and initiate corrective actions for unsafe conditions.
  - Submit Material Safety Data Sheets (MSDS) for all hazardous materials used on site, and ensure proper storage, labeling, and waste management.
  - Immediately report all injuries, accidents, or unsafe incidents to the OWNER and submit written reports within 24 hours.
  - Prohibit alcohol, drugs, gambling, horseplay, and unsafe conduct at the project site. Workers found in violation shall be immediately barred from the site.
  - Ensure safe unloading, lifting, storage, and handling of all materials, including Owner-Supplied Materials (OSM).
  - Implement lock-out/tag-out procedures for all hazardous energy systems (electrical, mechanical, hydraulic, pneumatic, chemical, etc.) before maintenance or service work.
  - Ensure proper construction, certification, and use of scaffolds, ladders, cranes, lifting equipment, and tools in accordance with manufacturer specifications and safety codes.
  - Provide adequate site lighting (20–2000 lux depending on work activity) for all occupied, work, and task areas.
  - Install hazard barricades, signage, and protective covers on all open edges, floor openings, excavations, and overhead work zones. Barricades shall be tubular steel/metal, properly anchored, with signage posted at intervals not greater than 2 meters.
  - Maintain a drug- and alcohol-free workplace; employees found under the influence shall be immediately barred from the site.
  - Allow OWNER's representatives to suspend or stop any unsafe work. Unsafe conditions not corrected upon notice may be rectified by others, with costs deducted from the CONTRACTOR.
  - Coordinate with OWNER's HSE representatives for audits, inspections, and monitoring of compliance.
  - Conduct daily toolbox meetings and weekly safety inspections.
  - Submit Job Hazard Analysis (JHA), Method Statements, Lifting Plans, and Permit-to-Work documents prior to activities.
  - Provide emergency rescue equipment, first-aid kits, fire extinguishers, spill kits, and trained responders on site

Warranty and After-Sales Support

- **Description/Tasks**

For Works and Contractor-Furnished Materials (CFM):

- Provide a minimum one (1)-year warranty covering defects in workmanship, installation, and CFM materials from final project acceptance or commissioning, whichever comes later.
- Replace or repair, at no cost to the OWNER, any defective CFM or work identified during the warranty period.
- Ensure availability of spare parts for CONTRACTOR-furnished equipment during the warranty period.

For Owner-Supplied Materials (OSM):

- While warranty of the OSM rests with the manufacturer/vendor, CONTRACTOR shall warrant all handling, installation, testing, and integration works related to OSM.
- CONTRACTOR shall replace or repair, at no cost to the OWNER, any OSM damaged or rendered defective due to improper handling, storage, installation, or integration during the CONTRACTOR's scope of works.
- Any claim against OSM manufacturers shall be coordinated and documented by the CONTRACTOR in support of OWNER.

General Warranty Obligations:

- Provide after-sales technical support and troubleshooting assistance to OWNER throughout the warranty period.
- Submit official warranty certificates endorsed by CONTRACTOR and, where applicable, by original equipment manufacturers.
- Respond to service calls and warranty claims within a reasonable agreed timeframe.

Other Necessary Requirements

- **Description/Tasks**
  - Ensure compatibility and integration readiness of CONTRACTOR-delivered and OWNER-supplied equipment.
  - Provide all special tools, testing kits, and consumables required for assembly, installation, and commissioning.
  - Address technical clarifications, documentation modifications, or supplemental requirements requested by OWNER at no additional cost.
  - Support OWNER during incoming inspections, acceptance checks, and quality audits.
  - Provide all required inspection and handling procedures for OSM and CFM prior to installation.
  - Replace or rectify, at no additional cost, any damaged, defective, or non-conforming work or materials prior to final acceptance.
  - Ensure compliance with all environmental and waste disposal regulations.
  - Ensure delivery of a complete, functional, safe, and operational facility consistent with project specifications and BOQ.
  - Provide all necessary materials, including but not limited to fittings, connectors, brackets, labels, hardware, supports, sealants, touch-up materials, consumables, accessories, and miscellaneous items, as required to complete a safe, functional, and fully operational installation, whether or

not each item is specifically indicated in the BOQ, drawings, or specifications.

- Coordinate all interface points between civil, electrical, SCADA, protection, grounding, and auxiliary systems to ensure seamless operation.
- Any omission in drawings or documents that is evidently necessary for complete operability shall be deemed included in the CONTRACTOR scope without additional cost, subject to OWNER validation.
- Conduct pre-turnover punchlisting jointly with OWNER and close all punchlist items before final acceptance.
- Maintain good housekeeping and restore disturbed areas, surfaces, roads, and structures affected by construction activities.
- The CONTRACTOR shall deliver a complete and operable facility on a turnkey basis, whether or not every minor component is individually stated in the BOQ or drawings.

Section II.b: EXPECTED OUTPUTS/DELIVERABLES

Upon completion of the supply and delivery of equipment, 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. Provide three (3) printed hard copies of the BoQ, materials list, and technical specifications for all supplied equipment.
    b. Include detailed information on the quantity, specifications, and descriptions of all supplied materials and equipment.
    c. Ensure a comprehensive, itemized, and industry-standard aligned BoQ is submitted.
2. **Equipment Drawings and Diagrams:**
    a. Provide three (3) printed sets of relevant equipment drawings and wiring diagrams (A3 size) for each supplied item.
    b. Drawings must include general arrangement, wiring/termination, and manufacturer-provided diagrams relevant to installation and operation.
    c. All drawings must be clearly labeled, bound, and organized for easy reference.
3. **Editable Soft Copy Versions:**
    a. Provide editable digital versions of all documents and drawings (via USB drive, CD, or secured online transfer).
    b. Formats shall include Microsoft Word for documents, AutoCAD/DWG for drawings, and PDF for manuals and reports.
    c. Digital files shall be structured and easily accessible for OWNER use.
4. **Final Equipment Delivery Report:**
    a. Submit a comprehensive report covering project summary, equipment supplied, delivery methodologies, challenges encountered, and resolutions implemented.
    b. Include a summary of inspections and Factory Acceptance Tests (FAT) conducted prior to delivery.
    c. Provide three (3) printed copies and one editable soft copy (Word/PDF).

5. **As-Shipped Documentation:**
    a. Provide three (3) printed sets of manufacturer-supplied as-shipped drawings (A3 size), accurately reflecting the final configuration of the supplied equipment.
    b. Editable soft copies of these drawings shall also be submitted.
6. **Operation and Maintenance Manuals:**
    a. Provide three (3) printed sets of operation and maintenance (O&M) manuals for all supplied equipment.
    b. Manuals must include operation guidelines, preventive maintenance schedules, troubleshooting procedures, and safety instructions.
    c. Editable soft copies of manuals (Word/PDF) shall also be included.
7. **Test Reports and Compliance Certificates:**
    a. Submit three (3) printed hard copies of relevant factory test reports, certificates of compliance, and quality control documentation.
    b. Provide editable soft copies of all test reports and certificates.

All deliverables must meet contract quality standards and be submitted within the agreed timeline. The CONTRACTOR is responsible for ensuring accuracy, comprehensiveness, and that all documentation fully reflects the actual equipment supplied.

Section III: CONTRACTOR / SUPPLIER RESPONSIBILITIES

The CONTRACTOR / SUPPLIER will be responsible for:

1. Quality Assurance:
    a. Ensure that all supplied equipment, Contractor-Furnished Materials (CFM), and services strictly meet the approved technical specifications, drawings, and performance standards.
    b. Provide Certificates of Compliance, Factory Test Reports (FAT), and other quality assurance documentation for both CFM and Owner-Supplied Materials (OSM) handled by the CONTRACTOR.
    c. Implement a Quality Management System (QMS) to monitor, inspect, and verify all works during construction, installation, and commissioning.
    d. Conduct corrective actions for any identified non-conformance at no additional cost to the OWNER.
2. Delivery and Logistics:
    a. Coordinate and manage the transport, unloading, and delivery of all equipment and materials to the designated site, including CFM and OSM.
    b. Ensure timely delivery of all materials and equipment in accordance with the agreed project schedule and milestone plan.
    c. Handle, store, and protect all materials against damage, theft, corrosion, and weather exposure.
    d. Provide the necessary lifting equipment, rigging tools, and vehicles for safe hauling and spotting of major equipment (e.g., power transformer, breakers, switchgear).
3. Installation and Integration:
    a. Execute the complete installation of Contractor-Furnished and Owner-Supplied equipment in accordance with manufacturer instructions, engineering drawings, and industry standards.
    b. Perform assembly, testing, and integration of the 30/37.5 MVA power transformer, protection relays, SCADA system, grounding system, and other

electrical/civil works.
   c. Ensure compatibility and interoperability between new installations and existing facilities/utilities as required.
   d. Provide special tools, consumables, and testing kits necessary for installation, testing, and commissioning.
4. Safety and Environment Compliance:
   a. Ensure strict compliance with all Occupational Safety and Health Standards (OSHS), DOLE regulations, RA 11058, RA 9514 Fire Code, and OWNER's site-specific HSE rules.
   b. Maintain a certified Safety Officer on-site and implement a project-wide safety program including hazard identification, toolbox meetings, and emergency preparedness.
   c. Provide Material Safety Data Sheets (MSDS) for hazardous substances used and comply with DENR waste management and disposal regulations.
   d. Guarantee a drug-free, alcohol-free, and hazard-controlled workplace throughout the project duration.
5. Documentation and Reporting:
   a. Prepare and submit accurate as-built drawings (A3 size, CAD editable), O&M manuals, test reports, and certification records in both hard and soft copies.
   b. Submit progress reports, delivery schedules, and logistics updates to OWNER regularly.
   c. Maintain organized and traceable documentation covering materials, tests, warranties, and quality audits for OWNER review.
6. Technical Support and Warranty:
   a. Provide technical support during installation, commissioning, and turnover phases, including clarifications on documents, drawings, and equipment set-up.
   b. Provide after-sales technical assistance and respond to OWNER service calls within agreed timelines.
   c. Offer a minimum one (1)-year warranty on all CFM, covering defects in materials, workmanship, and installation, as per contract terms.
   d. Handle warranty-related claims, including coordination with manufacturers for OSM warranties, and support OWNER in filing warranty requests.
7. Coordination and Project Management:
   a. Assign a qualified Project Manager or Site Supervisor with full authority and accountability for day-to-day operations.
   b. Coordinate with OWNER and other stakeholders to ensure integration of civil, electrical, and mechanical scopes.
   c. Participate in weekly progress and coordination meetings with OWNER.
   d. Implement a risk management plan addressing delays, material shortages, or safety issues, and propose mitigation strategies.

Section IV: OWNER'S ROLE

Negros Power will:

1. Set Desired Outcomes:
   a. Define and clearly communicate the desired project outcomes, including quality standards, timelines, and performance expectations, in line with the contract agreement.

   b. Ensure that CONTRACTOR activities align with NEPC's operational and safety requirements.
   c. Monitor the CONTRACTOR's performance and verify that the contracted works achieve the desired results.
2. Provide Access and Support:
   a. Provide the CONTRACTOR with authorized access to the project site, staging areas, and utility connections required for delivery, installation, and testing activities.
   b. Designate and allocate OWNER-managed facilities or spaces (e.g., laydown areas, storage zones, site offices) for CONTRACTOR use where applicable.
   c. Coordinate with local authorities, agencies, and stakeholders for permits, right-of-way, or external clearances that are OWNER's responsibility.
   d. Support CONTRACTOR during inspection, testing, and acceptance procedures by ensuring timely OWNER-side participation.
3. Review and Approval:
   a. Review and approve CONTRACTOR-submitted documents including as-built drawings, BoQs, test reports, certifications, and O&M manuals to confirm compliance with specifications.
   b. Provide timely feedback and clarifications on submitted documents to prevent unnecessary delays.
   c. Approve or reject equipment and works based on compliance with contract requirements, technical specifications, and regulatory standards.
   d. Issue written acceptance of deliverables upon satisfactory completion, commissioning, and testing.

Section V: COMMERCIAL REQUIREMENTS

1. CONTRACTOR / SUPPLIER must be a registered Business Entity in the Philippines with valid SEC/DTI registration, BIR VAT registration, local permits, and a valid **PCAB License Category A or higher, with Specialty in Electrical Works (SP-EE)**.
2. Currency: Philippine Peso (Php) only.
3. Bid prices must be VAT inclusive.
4. Project Completion: **365 calendar days** from issuance of Notice to Proceed (NTP).
5. Project Location: The Upper East, Megaworld, Bacolod City
6. Price Validity: Ninety (90) days from date of closing of the Bidding Date.
7. Payment Schedule:
   a) **Down Payment –**Twenty percent (20%) of the contract Sum payable within thirty (30) days from the issuance of Notice to Proceed and upon receipt of corresponding billing invoice, provided that, the Contractor submits an Irrevocable Standby Letter of Credit by a Commercial Bank or Down Payment Bond issued by a bonding company acceptable to Negros Power.
   b) **Progress Billing –** Seventy percent (70%) of the Contract Sum, payable in tranches based on mutually agreed milestones, upon submission of billing invoices and acceptance certificates.
   c) **Retention –** The Owner shall be entitled to withhold the amount equivalent to ten percent (10%) of the Contract Sum and shall retain the same pending complete fulfillment by the Contractor of all its obligations under the Agreement ("Retention Money"). The Retention Money shall be released upon issuance of Project Final Acceptance.

8. Insurance and Bond Schedule:
    a) **Personal Worker Injury Insurance** – for all project site workers, compliant with DOLE/ECC requirements.
    b) **Payment Bond** – 15% of Contract Sum.
    c) **Warranty Bond** – 10% of Contract Sum.
    d) **Performance Bond** – 20% of Contract Sum.
    e) All bonds/insurances shall be issued by reputable banks or bonding companies acceptable to Negros Power.

Section VI: BIDDER REQUIREMENTS

The following documents must be submitted during the Bidding proper:

Legal and Technical Requirements:

1. For Joint Ventures: PCAB Joint Venture Special License and valid Joint Venture Agreement, provided one joint-venture company has PCAB License Category A with SP-EE;
2. Special Power of Attorney or Secretary's Certificate of the authorized representative, if any
3. List of at least three (3) existing major clients for the last five (5) years;
4. DTI/SEC/CDA Registration Certificate
5. Updated Mayor's or Business Permit
6. BIR Form 2303
7. Latest Valid Tax Clearance or Sworn Application for Tax Clearance with previously issued Tax Clearance;
8. Philippines Contractor Accreditation Board (PCAB) License category "A" or higher, with SP-EE (Electrical Works) specialization category "A" or higher;
9. Latest Income Tax Return;
10. Latest Business Tax Return (VAT or percentage tax);
11. 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;
12. 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).
13. 2025 Audited Financial Statements with proof of submission to BIR;
14. Monthly Statement of Cash Flows for the past six (6) months or interim or latest Financial Statements in lieu of the cash flow;
15. Cash flow forecast for the next twelve (12) months;
16. 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.

17. Valid Negros Power accreditation.
18. Acceptance of the TOR and Bid Docs Form (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 construction, supply, delivery, installation, testing, commissioning, and turnover of the 30/37.5 MVA The Upper East Megaworld Substation (excluding OSM) within three hundred sixty-five (365) calendar days from receipt of the Notice to Proceed (NTP). Failure to complete the works within the specified contract period shall subject the CONTRACTOR to the liquidated damages provisions under this TOR.

Section VIII: Liquidated Damages

NEGROS POWER reserves the right to inspect, at any time, the ongoing and completed works of the CONTRACTOR to verify compliance with the approved plans, specifications, and project schedule.

Any delay in the approved start date or completion date of a project milestone identified in the approved project schedule shall be subject to liquidated damages/schedule fines. The liquidated damages/schedule fines shall be computed per delayed milestone at the rate of one-tenth of one percent (0.10%) of the total Contract Sum for every calendar day of delay, counted from the first calendar day of delay until the delayed milestone is completed, subject to the maximum cap stated in the Contract.

The corresponding liquidated damages/schedule fines shall be deducted from the Contractor’s next progress billing, without prejudice to the Owner’s right to deduct the same from any amount due to the Contractor or to enforce other remedies available under the Contract.

In no case shall the total accumulated schedule fines exceed twenty percent (20%) of the CONTRACTOR's total contract value. Once this maximum is reached, NEGROS POWER shall have the absolute right, at its sole discretion, to terminate the Contract for cause, without prejudice to other remedies available under law or contract.

Correction of Non-Conformance and Punch List Items
If, during inspections, NEGROS POWER determines that the CONTRACTOR's works are not in conformance with the approved plans, specifications, or contract requirements, a written notice shall be issued.

The CONTRACTOR shall have fifteen (15) calendar days from receipt of notice to correct, repair, or modify the non-conforming works to the satisfaction of NEGROS POWER.

For urgent non-conformances that pose safety, regulatory, or operational risks, NEGROS POWER may require immediate correction, failing which NEGROS POWER may, without waiting for the 15-day period to lapse, rectify the deficiency at the CONTRACTOR's cost.

If the CONTRACTOR fails to comply within the allowed period, NEGROS POWER may, at its discretion, have the non-conforming works corrected by third parties. All associated costs shall be charged to the CONTRACTOR's account, together with an additional fifteen percent (15%) fee to cover administrative and management expenses. The determination of such costs by NEGROS POWER shall be final and binding, provided such determination is commercially reasonable, and the CONTRACTOR shall bear the burden of proving unreasonableness.

Section IX: WARRANTY
Section IX.a: WARRANTY PERIOD

The warranty period for the 30/37.5 MVA The Upper East Megaworld Substation (excluding OSM) shall be as follows:

1. Warranty Duration:
    a. The scope of works shall have a minimum warranty period of one (1) year after the Defects Liability Period.
2. Warranty Coverage:
    a. Covers any defects in materials and workmanship under normal use and maintenance.
    b. Covers performance-related issues, ensuring that equipment meets specified capacity and performance standards throughout the warranty period.
3. Conditions of Warranty:
    a. Warranty shall be void if equipment is found to have been misused, mishandled, or subjected to conditions beyond specified operating parameters.
    b. Regular maintenance, as per manufacturer's guidelines and properly documented, is required to maintain warranty validity.
4. Claims and Remedies:
    a. In the event of a warranty claim, the CONTRACTOR / SUPPLIER shall, at their own expense, repair or replace defective equipment within a reasonable timeframe.

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

Section IX.b: CERTIFICATE OF PRODUCT WARRANTY

- The CONTRACTOR / SUPPLIER shall provide a Certificate of Product Warranty for a period of one (1) year after the Defects Liability Period.
- During this warranty period, the CONTRACTOR / SUPPLIER shall repair or replace any defective product at no additional cost to the OWNER.
- All costs associated with repair or replacement—including shipment, handling, and re-delivery—shall be fully borne by the CONTRACTOR / SUPPLIER.

Section X: OTHER WARRANTIES

1. The Contractor shall warrant an independent contractor-employer relationship.
2. The Contractor shall have control over the works and services, including selection, engagement, and management 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 to all workers.
5. The Contractor shall hold 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 works.
7. Negros Power's liability shall be 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 to comply with changes in government policies or 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 and final agreement of both parties.