



Republic of the Philippines
NATIONAL POWER CORPORATION

**TERMS OF REFERENCE
ALTERNATIVE MODE OF PROCUREMENT
(SHOPPING – 52.1 b)**

1. **Scope of Works:** PR NO. HO-PES25-006/REF NO. SHB250430-KL00169 (SHB2).

For the Supply and Delivery of Laser Printer Toner

Item No.	DESCRIPTION	QTY.	U/M	ABC (PhP)
1	Wind Resource Assessment from Selected SPUG Areas Laser Printer Toner (Colored)	4	SET	40,000.00
TOTAL AMOUNT				40,000.00

Note/s:

- Items to be supplied by the winning bidder should be brand new, genuine and in original packaging.
- Please refer to the attached sheets for the complete technical specifications.
- Warranty should be at least three (3) months.

APPROVED BUDGET FOR THE CONTRACT: PHP 40,000.00

2. Delivery Period

Delivery Period shall not be later than 30 Calendar Days upon receipt of the Purchase Order / Notice to Proceed.

3. Delivery Point

Items shall be delivered at NPC-OBC WAREHOUSE, HEAD OFFICE, DILIMAN, QUEZON CITY

4. Bid Submission

The Bidder shall submit their bids through their authorized representative or in the manner of submission as prescribed in the RFQ.

5. Late Bids

Any Bid submitted after the deadline for submission and receipt of Bids shall not be accepted by NPC.

6. Bid Prices

The bid price as indicated in the Quotation Form shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive.

7. Bid Price Validity

Price Validity shall not be less than One Hundred Twenty (120) calendar days from date of bid submission.

8. Eligibility Criteria

- a. Bids shall be checked using the PASS / FAIL Criteria for Legal, Technical and Financial components.
- b. From the bids that were rated PASSED, the same shall be ranked and corrected for computational errors to identify the Lowest Calculated Bid (LCQ).

9. Detailed Evaluation and Comparison of Bids

The LCQ shall be subjected to detailed evaluation against the Technical Specifications including arithmetical computations. Documents which are deemed not to comply with the requirements of the tender shall be considered non-complying.

10. Post-qualification

Submitted documents of the LCQ shall be subjected to post qualification evaluation.

The bid that PASSED the Post-Qualification shall be declared as the Single /Lowest Calculated Responsive Quotation (S/LCRQ).

11. Total Contract Price

The Total Contract Price shall be inclusive of all taxes and other related expenses / charges.

12. Notice to Supplier

- a. The supplier shall pick-up the Purchase Order (PO)/ Notice to Proceed (NTP) from NPC within two (2) calendar days from receipt of the Notice of Award.
- b. Failure to secure the PO/NTP by the supplier within the said period will mean cancellation of the same and imposition of penalties as prescribed by law

13. PO Effectivity

- a. The PO Shall take effect immediately upon receipt of the PO / NTP by the supplier sent through fax as evidenced by the fax transmission receipt and as confirmed by the supplier's representative.

14. Terms of Payment

Terms of Payment shall be thirty (30) calendar days after submission of complete supporting documents.

15. Warranty

Warranty is dependent upon the nature/type of the item which is included in the offer (i.e. Manufacturer's Warranty), unless specifically required in the scope of works.

16. Liquidated Damages

Where the supplier refuses or fails to satisfactorily complete the work within the specified contract time, plus any time of extension duly granted and is hereby in default under the contract, the supplier shall pay NPC for liquidated damages, and not by way of penalty, an amount equal to at least one tenth (1/10) of one percent (1%) of the cost of the undelivered/unperformed portion of the items/works for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it (Section 68 of the Revised IRR of RA 9184).

17. Liability of the Supplier

If after receipt of the Purchase Order, the supplier fails to deliver the goods, appropriate sanctions will be imposed as prescribed under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR).

18. Disclosure of Relations

The bidder shall comply with the provisions of Section 47 of RA 9184 and its revised IRR re: disclosure or relations.

19. Administrative Sanctions

Bidder shall likewise be imposed the rules as stated in section 69 (Imposition of administrative penalties) should there be infractions committed.

20. Reservation Clause

NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder/s.



**SUPPLIER'S BID QUOTATION
(SHOPPING 52.1 b)**

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-PES25-006**. I agree with the conditions of the TOR and offer the following supplies with specific description.

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1				
TOTAL BID PRICE				

Name and Signature of Authorized Representative

Date _____

Company Name _____

Contact Details _____

E-mail address _____

Note: The bidder may use this form or its own company letter head following this format duly signed by the authorized representative when making the offer.



TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

This specification shall cover the supply and delivery of four (4) sets of toner cartridges for Brother HL-L8360CDW laser printer. The toner cartridges will be used to print documents of Renewable Energy Development Team (i.e. tender documents, travel reports, and other necessary documents.)

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

TS-2.0 SCOPE OF WORKS

The scope of works shall cover the supply and delivery of the following item:

- Four (4) sets of toner cartridges for Brother HL-L8360CDW laser printer

TS-3.0 DELIVERY PERIOD AND LOCATION

The delivery period shall be **THIRTY (30) CALENDAR DAYS** reckoned from receipt of Notice to Proceed.

The four (4) sets of toner cartridges for Brother HL-L8360CDW laser shall be delivered to the Office of the Vice President of the Power Engineering Services, NPC Head Office, Diliman, Quezon City.

TS-4.0 TECHNICAL SPECIFICATIONS

These specifications cover the features and technical requirements for the supply and delivery of toner cartridges. All items must be unused/brand new in sealed packaging. Each set of toner cartridges must be CMYK (Cyan, Magenta, Yellow, and Black).

TS-5.0 GUARANTEE

The Supplier shall give full guarantee that all furnished office supplies shall be brand-new, unused, fully functional, and free from defect. This guarantee shall provide a warranty of at least one (1) year. The warranty shall cover that all supplied and delivered office supplies are free from defects against materials and workmanship from manufacturing. The supplier shall be responsible for the repair and/or replacement of the defective office supplies. Expenses regarding the repair and/or replacement of the office supplies shall be into the account of the supplier. The Supplier shall submit Warranty Certificate stating the requirements in this clause upon the delivery of the office supplies.

TS-6.0 MEASUREMENT OF PAYMENT

NPC shall pay the supplier within thirty (30) calendar days after the issuance of Certificate of Acceptance.