



Republic of the Philippines  
 NATIONAL POWER CORPORATION

**TERMS OF REFERENCE  
 ALTERNATIVE MODE OF PROCUREMENT  
 (SMALL VALUE PROCUREMENT – 53.9)**

**1. Scope of Works (REF: \_\_\_\_\_ PR NO. S3-PPP24-003)**

**“SUPPLY AND DELIVERY OF FAST-MOVING PARTS FOR PLANT OPERATION & MAINTENANCE OF PANGUTARAN DPP FOR PERKINS GENSET”**

Item No.	DESCRIPTION	QTY.	U/M	ABC (,PhP)
1	AIR FILTER ELEMENT, 352 KW, PN: CH11217	10	PC	65,000.00
2	AIR FILTER ELEMENT, 250.4 KW, PN: 10000-61205	5	PC	35,000.00
3	CYLINDER HEAD GASKET, 352 KW, PN: CH12454	2	PC	57,800.00
4	DRIVE BELT, 352 KW, PN: CH12088/CH11037	15	PC	34,500.00
5	FILTER HOUSING, FUEL PRIMARY, 352KW, PN: CH11265	3	PC	60,000.00
6	FILTER HOUSING, SECONDARY, 352 KW, PN: CH11266	3	PC	60,000.00
7	FILTER, OIL ELEMENT, 352 KW, PN: CH10929	10	PC	60,000.00
8	FUEL FILTER ELEMENT, 250.4 KW, PN: 10000-60309	10	PC	40,000.00
9	FUEL FILTER ELEMENT, 352 KW, PN: CH10930 (8PCS) PRE-FUEL AND PN: CH10931(7 PCS) FUEL FILTER	15	PC	30,000.00
10	GASKET-SUMP, 352 KW PN: CH12118	2	PC	70,000.00
11	OIL FILTER HOUSING, PN: KRP1719	10	PC	150,000.00
12	ROCKER COVER GASKET, 250.4 KW (160KW), PN: 10000-60294	2	PC	51,500.00
13	SEAL, O RING, REAR OIL SEAL, PN: 10000-60387	4	PC	38,400.00
<b>TOTAL AMOUNT</b>				<b>752,200.00</b>
Notes:				
<ul style="list-style-type: none"> <li>• <b>Warranty</b> shall be at least <b><u>SIX (6) Months</u></b></li> <li>• <b>Mode of Award</b> is <b><u>LOT</u></b></li> </ul>				

**APPROVED BUDGET FOR THE TOTAL CONTRACT: PHP 752,200.00**

**1. Delivery Period**

Delivery Period shall not be later than **90 DAYS** upon receipt of the Purchase Order / Notice to Proceed.

**2. Delivery Point**

Items shall be delivered at **WMOD WAREHOUSE, ZAMBOANGA CITY**

**3. Bid Submission**

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

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

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

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

**4. Late Bids**

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

**5. 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.

**6. Bid Price Validity**

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

**7. 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 (LCB).

**8. Detailed Evaluation and Comparison of Bids**

The LCB 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.

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

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

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

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

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)

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

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

## 10. Post-qualification

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

- Latest Income Tax Return / Business Tax Return shall be submitted during post- qualification.

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

## 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

Unless otherwise provided in the RFQ, the warranty period shall be a minimum of one (1) year from the date of final acceptance by the end-user.

## 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 of 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.

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**SUPPLIER'S BID QUOTATION  
 (NP-SMALL VALUE PROCUREMENT 53.9)**

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **S3-PPP24-003**. I agree with the conditions of the TOR and offer the following supplies with specific description:

<b>Item No.</b>	<b>DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)</b>	<b>QTY.</b>	<b>U/M</b>	<b>UNIT PRICE</b>	<b>ABC (,PhP)</b>
1	AIR FILTER ELEMENT, 352 KW, PN: CH11217	10	PC		
2	AIR FILTER ELEMENT, 250.4 KW, PN: 10000-61205	5	PC		
3	CYLINDER HEAD GASKET, 352 KW, PN: CH12454	2	PC		
4	DRIVE BELT, 352 KW, PN: CH12088/CH11037	15	PC		
5	FILTER HOUSING, FUEL PRIMARY, 352KW, PN: CH11265	3	PC		
6	FILTER HOUSING, SECONDARY, 352 KW, PN: CH11266	3	PC		
7	FILTER, OIL ELEMENT, 352 KW, PN: CH10929	10	PC		
8	FUEL FILTER ELEMENT, 250.4 KW, PN: 10000-60309	10	PC		
9	FUEL FILTER ELEMENT, 352 KW, PN: CH10930 (8PCS) PRE-FUEL AND PN: CH10931(7 PCS) FUEL FILTER	15	PC		
10	GASKET-SUMP, 352 KW PN: CH12118	2	PC		
11	OIL FILTER HOUSING, PN: KRP1719	10	PC		
12	ROCKER COVER GASKET, 250.4 KW (160KW), PN: 10000-60294	2	PC		
13	SEAL, O RING, REAR OIL SEAL, PN: 10000-60387	4	PC		
<b>TOTAL BID PRICE</b>					

\_\_\_\_\_  
 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.*