





Republic of the Philippines
National Power Corporation

TERMS OF REFERENCE
ALTERNATIVE MODE OF PROCUREMENT
[SHOPPING – 52.1b]

1. **Scope of Works:** PR NO(s). **HO-MRM25-009/** REF NO. SHB 250 702 - RM 00235
FOR THE SUPPLY AND DELIVERY OF GASES

PR Item No.	DESCRIPTION	QTY.	ABC (PhP)
1	GAS REFILL, ACETYLENE, 250 psi, 3.43 m3 in standard cylinder	8 CYL	16,000.00
2	GAS REFILL, OXYGEN, Industrial grade, 1800 psi, 5.83 m3 in standard cylinder	10 CYL	18,000.00
3	GAS REFILL, ARGON, PURE, Industrial grade, 1800 psi, 5.83 m3 in standard cylinder	4 CYL	18,000.00
TOTAL AMOUNT			52,000.00
Notes: <ul style="list-style-type: none">• Warranty: at least Three (3) Months• Model of Award: Lot Award, However, bid price offer should not exceed the ABC per item• Must Indicate Brand/Model and provide brochure or specifications on your quotation.			

APPROVED BUDGET FOR THE CONTRACT (ABC): PHP 52,000.00

2. Delivery Period

Delivery Period shall not be later than **Twenty (20) Calendar Days** upon receipt of the Purchase Order / Notice to Proceed.

3. Delivery Point

Items shall be delivered to **MRMD, Brgy. Buli, Muntinlupa City**

4. Bid Submission

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

5. Late Bids

Any quotation submitted after the deadline of 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 quotation 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 opening of bids/quotations.

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 Single/Lowest Calculated Quotation (S/LCQ).

9. Detailed Evaluation and Comparison of Bids

The S/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

Documents submitted for the Lowest Calculated Quotation (LCQ) will undergo a post-qualification evaluation. Original copies of these documents presented at bid opening/submission must be made available during the post-qualification process. Any quotation that successfully meets the post-qualification criteria will be declared as the Single/Lowest Calculated and 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

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

In order to assure that manufacturing defects shall be corrected by the supplier, a warranty shall be required from the contract awardee for a minimum period of three (3) months, in case of expendable supplies, or a minimum period of one (1) year, in case of non-expendable supplies, after acceptance by the procuring entity of the delivered supplies, unless otherwise provided in the RFQ.

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 but not to exceed ten percent (10%) of the total contract price. 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 the contract award, without thereby incurring any liability to the affected bidder/s.

SUPPLIER'S BID QUOTATION
[SHOPPING – 52.1b]

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-MRM25-009**. 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				
2				
3				
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 letterhead following this format duly signed by the authorized representative when making the offer.

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