





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-MSD25-003/REF NO. SHB241125 - KL00556

**For the Supply and Delivery of Rust Converter and four (4) other items**

Item No.	DESCRIPTION	QTY.	U/M	ABC (PhP)
1	<b>RUST CONVERTER</b> Turco liquid, water-thin metal surface preparation. Applied to rusted metal, changes the rust into amorphous iron phosphate. Direct application (no mixing), Placed in a sealed plastic or metal container.	50	LTR	22,500.00
2	<b>SACK Blue Sack (LONA)</b> sakolin waterproof tarpal, double coated (front: blue coated, and back: orange coated). Industrial grade and heavy duty. Size: 8 feet continuous.	100	MTR	13,000.00
3	<b>TAPE Polyester</b> Tape with Adhesive, Transparent. Not less than 4.5kV @ 130deg.c. Size: 0.06mm x 25mm x 66mtrs (atleast). Adhesion: 4.5 n/cm. Elongation: 90%	20	ROLL	100,000.00
4	<b>TAPE TEFLON</b> Versatile film strip used by plumbers. Polytetrafluoroethylene film (PTFE) Tape. Heavy Duty. Size: 1 inch x 10 meters per roll.	50	ROLL	2,500.00
5	<b>TIE WIRE</b> Heavy Duty white nylon cable tie duppont PA66 zip tie. Set includes: (2.5 x 100), (2.5 x 200), (3.6 x 200), (3.6 x 300), (4.8 x 200), (4.8 x 400) & (7.6 x 300) mm @ 100 pcs each sizes.	40	SET	72,000.00
<b>TOTAL AMOUNT</b>				<b>210,000.00</b>

**Note/s:**

- Items to be supplied by the winning bidder should be brand new.
- Warranty should be at least three (3) months.
- The mode of award is lot basis.

**APPROVED BUDGET FOR THE CONTRACT: PHP 210,000.00**

**2. Delivery Period**

Delivery Period shall not be later than **15 Calendar Days** upon receipt of the Purchase Order / Notice to Proceed.

**3. Delivery Point**

Items shall be delivered at **NPC – MRMD, Brgy. Buli, Muntinlupa 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-MSD25-003**. 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				
4				
5				
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.*