

**NATIONAL POWER CORPORATION**

Diliman, Quezon City

**TERMS OF REFERENCE  
SUPPLY AND DELIVERY OF EMERGENCY SPARE PARTS  
FOR 1 x 600KW CUMMINS GENERATING SET OF TICA0 DPP**

**PR NO. S1-TDP24-018**

**ALTERNATIVE MODE OF PROCUREMENT  
(NEGOTIATED PROCUREMENT – EMERGENCY CASES)**



# National Power Corporation

## NEGOTIATED PROCUREMENT

### NP 2024-0023

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2024 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

| PR Nos./PB Ref No. & Description   | Similar Contracts   | Pre-Nego Conference          | Bid Submission / Opening   | ABC            |
|--|---|------------------------------|----------------------------|----------------|
| S1-TDP24-018 /<br>EC241001-DM00417<br><br>Supply and Delivery of Emergency Spare Parts for 1 x 600kW Cummins Generating Set of Ticao DPP | Supply and Delivery of Diesel Generating Sets or Mechanical and/or Electrical Parts / Components / Equipment for Diesel Engine / Diesel Generating Sets | 30 September 2024<br>9:30 AM | 01 October 2024<br>9:30 AM | ₱ 2,500,000.00 |
| <b>Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City</b>  |   |                              |                            |                |

2. The NPC now invites Bids for Items listed above. Delivery of the items is required within **(see table below)** in the Technical Specifications in the Terms of Reference. Bidders should have completed from the date of submission and receipt of bids, a contract similar to the Project., must be at least equivalent to an amount as stated in the Terms of Reference.

| PR Nos./PB Ref Nos. | Delivery Period / Contract Duration | Relevant Period of SLCC reckoned from the date of submission & receipt of bids |
|---------------------|-------------------------------------|--|
| S1-TDP24-018        | Sixty (60) Calendar Days            | -  |

3. Bidding will be conducted through Negotiated Procurement procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
4. Interested bidders may obtain further information from BAC Secretariat at the address given below during office hours.
5. A complete set of TOR will be provided to the interested Bidders from the address below. It may also be downloaded from the website of National Power Corporation <http://www.napocor.gov.ph>.
6. NPC will hold a Pre-Negotiation Conference on the date, time and venue stated above. Interested bidder/s is/are allowed to join and participate in the Pre-Negotiation Conference at the Kañao Room or virtually. However, those attending virtually shall assume the risk of any internet connectivity issues. Further, interested bidders are hereby informed of the following:
- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate.
  - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
  - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2 020

- d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be delivered to the address below on the date stated above. Late bids shall not be accepted.
8. 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 or bidders.
9. For further information, please refer to:

**Bids and Contracts Services Division,  
Logistics Department**  
Gabriel Y. Itchon Building  
Senator Miriam P. Defensor-Santiago Ave. (formerly BIR Road)  
Cor. Quezon Ave., Diliman, Quezon City, 1100  
Tel Nos.: 8921-3541 local 5564/5713  
Fax No.: 8922-1622  
Email: [bcسد@napocor.gov.ph](mailto:bcسد@napocor.gov.ph)



**ATTY. MELCHOR P. RIDULME**  
Sr. Vice President & COO and  
Chairman, Bids and Awards Committee

**NATIONAL POWER CORPORATION**  
Diliman, Quezon City

**TERMS OF REFERENCE**  
**SUPPLY AND DELIVERY OF EMERGENCY SPARE PARTS FOR 1 x 600kW CUMMINS**  
**GENERATING SET OF TICA0 DPP**

(PR. NO. S1-TDP24-018)

**ALTERNATIVE MODE OF PROCUREMENT**  
**(NEGOTIATED PROCUREMENT – EMERGENCY CASES)**

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**1. Scope of Bid**

Engine No.: 41239607 1 x 600kW Cummins Generating Set, Engine Model: KTA38-G1

| ITEM | DESCRIPTION                          | QTY./UM | UNIT PRICE   | TOTAL PRICE         |
|------|--------------------------------------|---------|--------------|---------------------|
| 1    | ENGINE BLOCK ASSEMBLY PN:<br>3165670 | 1 ASSY  | 2,500,000.00 | 2,500,000.00        |
|      |                                      |         |              | <b>2,500,000.00</b> |

*Mode of Award is Lot Award. The Bidders bid offer must be within the ABC of the LOT and ABC per item. Bid offers that exceed the ABC of the lot or any of the item, with incomplete price, shall be rejected.*

**2. Source of Funds**

Approved Corporate Operating Budget of NPC.

**3. Documents to be Submitted.**

The documents to be submitted are indicated below. The details are provided on Attachment "A" – Checklist of Documentary Requirements.

**1.1 Eligibility Documents**

- a. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In case of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided, that the

renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of 2016 Revised IRR of RA 9184.

## 1.2 Technical Documents

a. To be submitted with the bid

a.1 Completely filled-out Technical Data Sheets.

a.2 Authorization to bid from any of the following:

a.2.1 Original Equipment Manufacturer (OEM).

a.2.2 Authorized Licensee of the OEM with valid contract to export to Philippines;

a.2.3 Authorized Distributor of the OEM (Foreign or Local) with valid contract to export to Philippines;

- Any contract between the Authorized Licensee and OEM authorizing the former to export to the Philippines within a specified validity period.
- Any contract between the Authorized Distributor and OEM authorizing the former to export to the Philippines within a specified validity period.

a.3 The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC using form prescribed in Attachment "C", with the following supporting documents:

a.3.1 Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R.); or Sales Invoice

The Bidder must have completed, within ten (10) years prior to the deadline for the submission and receipt of bids, at least one contract that is similar to this project.

For this purpose, similar contracts shall refer to ***Supply and Delivery of Diesel Generating Sets or Mechanical and/or Electrical Parts/Components/Equipment for Diesel Engine/Diesel Generating Sets.***

a.4 Omnibus Sworn Statement in accordance with Section 25.2 of the 2016 Revised IRR of RA 9184 and using the form prescribed in Attachment "D", complete with the following attachments:

- For Sole Proprietorship:  
Special Power of Attorney
- For Partnership/Corporation/Cooperative/Joint Venture:  
Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)

a. To be submitted before/ during delivery of spare parts

b.1 "Certificate of Origin" of the spare parts/equipment as stated in the PR.

Any of the following which provided/issued the Bid Authority during bidding

b.1.1 Original Equipment Manufacturer (OEM)

b.1.2 Authorized Licensee of the OEM

b.1.3 Authorized Distributor

b.2 Warranty Certificate

**1.3 Financial Document**

a. Price Proposal Letter (Attachment "B")

b. Letter Bid Form (Attachment "C")

**4. Submission of Proposal**

The Bidder shall submit their Proposal through their authorized representative using the appropriate Forms as provided herein on or before the deadline as specified in the Invitation to Price Proposal and in sealed envelopes addressed to the Chairman, Bids and Awards Committee, NPC.

Each bidder shall submit one copy of the first and second components of its Bid.

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 requests shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronics means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

**5. Deadline for Submission of Proposal**

The Proposal shall be submitted at the date, time and venue as specified in the Invitation for Negotiated Procurement, Emergency Cases.

**6. Price Proposal**

The Bidder shall complete the appropriate Price Proposal Form included herein, stating the unit price per item and the total amount.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A Price Proposal submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. All Price Proposals shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation.

**7. Evaluation of Price Proposals**

- 7.1 The NPC BAC will undertake the detailed evaluation of the Price Proposal submitted.
- 7.2 The NPC BAC shall consider the following in the evaluation of price proposal.
- (a) Completeness. Price proposal not addressing or providing all of the required items in the Price Proposal Form, shall be considered non-responsive. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or a "-" (dash) for the said item would mean that it is being offered for free to NPC; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper determination of total contract prices. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 7.3 The NPC BAC's evaluation of price proposals shall only be based on the Price Proposal Letter which includes the Bid Price Proposal Form. Total Contract Prices which exceed the ABC shall not be considered.
- 7.4 Bidders are required to include in their price proposals the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties.

## 8. Post-Qualification

The NPC BAC shall determine to its satisfaction whether the Supplier complies with and is responsive to all the requirements and conditions specified in Clauses 3 and 7 of this TOR.

The Supplier shall submit the following documentary requirements for post-qualification:

- a) Contract/ Contract/Purchase Order for the contract stated in the statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid.
- b) Latest Income and Business Tax Returns and PhilGEPs Registration Certificate within the prescribed period.

## 9. Performance Security

Upon issuance of the Notice of Award, the Supplier shall post the required performance security in any of the following forms:

| Form  | Amount, PhP                    |
|---|--------------------------------|
| a) Cash, Manager's/Cashier's Check issued by a Universal or Commercial Bank.  | 5% of the Total Contract Price |
| b) Bank Draft/Guarantee or Irrevocable Letter of Credit issued by a Universal Bank or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | 5% of the Total Contract Price |

|   |  |
|---|--|
| <b>c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</b> | <b>30% of the Total Contract Price</b> |
|---|--|

The proceeds of the performance security shall be payable to NPC as compensation for any loss of revenue, damages, penalties or incidental expenses resulting from failure of the Supplier to perform its obligations under this Contract.

## 10. Force Majeure

- 10.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure.
- 10.2 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Contractor/Hauler could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor/Hauler. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 10.3 If a *force majeure* situation arises, the Contractor/Hauler shall promptly notify the NPC in writing of such condition and the cause thereof. Unless otherwise directed by the NPC in writing, the Contractor/Hauler shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## 11. Contract Amendment

- 11.1 Subject to applicable laws, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## 12. Scope of Work

The scope of works shall cover the Supply and Delivery of Emergency Spare Parts for 1.5MW Anglo Belgian Corporation (ABC) Generating Set of Torrijos DPP.

## 13. Contract Period and Location

- 13.1 The delivery period shall be **Sixty (60) Calendar Days** reckoned from receipt of Notice to Proceed.
- 13.2 The spare parts shall be delivered to **National Power Corporation, SPUG-BOD, Ticao DPP, San Jacinto, Masbate.**

#### **14. Acceptance Criteria**

The Supplier shall perform at his own expense all inspection required to ensure adequacy of design, material, workmanship and conformance of the supplied spare parts to the requirements of the specifications and standards.

Necessary inspections at the place of delivery shall also be conducted with the presence of NPC representative.

Upon arrival of spare parts at delivery site, NPC and the Supplier or their authorized representatives, shall jointly verify the spare parts following the steps below:

- a. Inspection and verification of the packing list;
- b. Visual inspection of the condition of the packing and its surfaces; and
- c. Partial opening of the crates and plastic sheet protection of spare parts to verify the content and its physical condition and to check pilferage or damage during shipment and storage.

A record shall be prepared carefully noting all eventual shortages, defects or damages, signed by the Supplier and concurred by NPC. All shortages and damages noted shall be immediately replaced by the Supplier at his own cost and shall ensure the timely delivery of replacement without affecting the agreed overall contract implementation schedule.

Acceptance certificate shall be issued only after all the required inspection and verification are satisfactorily conducted and performed.

If any spare part fails to pass the inspection, NPC may at his own judgment, direct the Supplier to replace the spare parts.

#### **15. Advance Payment and Terms of Payment**

15.1 Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

15.2 The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations.

#### **16. Inspection and Tests**

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2 All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## 17. Packaging

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity  
Name of the Supplier  
Contract Description  
Final Destination  
Gross weight  
Any special lifting instructions  
Any special handling instructions  
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

## 18. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy of the approved contract. All notices called for by the terms of the contract shall be effective only at the time of receipt of the Contract.

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**Attachment "A"**

*Terms of Reference for the Supply and Delivery  
of Emergency Spare Parts for 1 x 600kW Cummins  
Generating Set of Ticao DPP  
Negotiated Procurement – Emergency Cases  
(PR No. S1-TDP24-018)*

**CHECKLIST OF DOCUMENTARY REQUIREMENTS**

- 1.) Eligibility** (1<sup>st</sup> Envelope)
- 2.) Technical** (1<sup>st</sup> Envelope); and
- 3.) Financial** (2<sup>nd</sup> Envelope)

**I. Eligibility Documents** (First Envelope):

Legal Documents

- (i) Valid and current Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located. In case of recently expired Mayor's/Business Permit it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided, that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of 2016 Revised IRR of R.A. 9184;

**II. Technical Documents** (First Envelope)

- (i) Completely filled-out Technical Data Sheets. (Attachment "B")
- (ii) Authorization to bid from any of the following:
  - (ii.1) Original Equipment Manufacturer (OEM).
  - (ii.2) Authorized Licensee of the OEM with valid contract to export to Philippines;
  - (ii.3) Authorized Distributor of the OEM (Foreign or Local) with valid contract to export to Philippines;
  - Any contract between the Authorized Licensee and OEM authorizing the former to export to the Philippines within a specified validity period.
  - Any contract between the Authorized Distributor and OEM authorizing the former to export to the Philippines within a specified validity period.
- (iii) The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC using form prescribed in Attachment "C", with the following supporting documents:
  - (iii.1) Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R.); or Sales Invoice

The Bidder must have completed, within ten (10) years prior to the deadline for the submission and receipt of bids, at least one contract that is similar to this project.

For this purpose, similar contracts shall refer to ***Supply and Delivery of Diesel Generating Sets or Mechanical and/or Electrical Parts/Components/Equipment for Diesel Engine/Diesel Generating Sets.***

- (iv) Omnibus Sworn Statement in accordance with Section 25.2 of the 2016 Revised IRR of RA 9184 and using the form prescribed in Attachment "D", complete with the following attachments:
- For Sole Proprietorship:  
Special Power of Attorney
  - For Partnership/Corporation/Cooperative/Joint Venture:  
Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)

**III. Financial Documents (Second Envelope)**

- (i) Letter Bid Form (Attachment "E")
- (ii) Price Proposal Form (Attachment "F")

## **Part II - Technical Data Sheets**

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## TECHNICAL DATA SHEETS

### SUPPLY AND DELIVERY OF EMERGENCY SPARE PARTS FOR 1 x 600kW CUMMINS GENERATING SETS OF TICAO DPP

1. The Bidder shall complete this technical data sheet and submit the filled-up form with the technical proposal. The Bidder shall use continuation sheets as necessary for any other additional information keeping to the format shown herein or by reproducing the same.
2. NPC reserves the right to reject Bids without proper and/or specific data and information as required herein.
3. The data required are technical features and characteristics of the Equipment/Component/Parts to be provided by the bidder. Bidder's proposal shall at least be equal or superior to the requirements specified by NPC.

#### 1.0 SPARE PARTS DATA

**ENGINE MODEL: KTA38-G1, ENGINE NO. 41239607**

| ITEM | DESCRIPTION           | NPC REQUIREMENTS |      |      | SUPPLIER'S DATA |     |
|------|-----------------------|------------------|------|------|-----------------|-----|
|      |                       | PART NO.         | QTY. |      | PART NO.        | QTY |
| 1    | ENGINE BLOCK ASSEMBLY | 3165670          | 1    | ASSY |                 |     |

*"If the part number(s) indicated by the bidder under the "Supplier's Data" column is not the same to the part number indicated under the "NPC's Requirement column", the bidder will submit/attached the corresponding Service Bulletin issued by the OEM/Authorized Manufacturer or any documents that will support it, such as but not limited to the Catalogue/ Brochures/Parts Manual". Provided that "Certification from OEM/Manufacturer that the item(s) offered is the same as required in the Tender Documents" must be submitted as post qualification requirement.*

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Signature

**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<br>b. Address<br>c. Telephone Nos. | Nature of Work | Contractor's Role |   | a. Amount at Award<br>b. Amount at Completion<br>c. Duration | a. Date Awarded<br>b. Contract Effectivity<br>c. Date Completed |
|------------------|--|----------------|-------------------|---|--|---|
|                  |  |                | Description       | % |  |   |
|                  |  |                |                   |   |  |   |

- Notes: 1. The bidder must state only one (1) Single Largest Completed Contract (SLCC) similar to the contract to be bid.  
2. The following supporting documents must submit during the post-qualification:  
a) Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice; and  
b) Contract/Purchase Order.

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

### **Omnibus Sworn Statement (Revised)**

**REPUBLIC OF THE PHILIPPINES)**  
**CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.**

#### **AFFIDAVIT**

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee

**Attachment "D"**

*Terms of Reference for the Supply and Delivery  
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Negotiated Procurement – Emergency Cases  
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(BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## Price Proposal Letter

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

To: NATIONAL POWER CORPORATION  
Sen. Miriam P. Defensor-Santiago Ave.  
(formerly BIR Road) Cor. Quezon Ave.  
Diliman, Quezon City

Gentlemen:

Having examined the Terms of Reference for this requirement, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide [description of Supply] in conformity with the said Terms of Reference for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Price Proposal Form attached herewith and made part of this Proposal.

We undertake, if our proposal is accepted, to supply and deliver of emergency spare parts in accordance with the delivery schedule specified in Terms of Reference.

If our proposal is accepted, we undertake to provide a performance security in the form, amounts, and within the terms specified in the Terms of Reference.

We agree to abide by this Proposal and it shall remain binding upon us up to the full term of the contract. Until a formal Contract is prepared and executed, this Proposal, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the any Proposal you may receive.

Dated this \_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign the Proposal for and on behalf of \_\_\_\_\_

## SUPPLY AND DELIVERY OF EMERGENCY SPARE PARTS FOR 1 X 600kW CUMMINS GENERATING SET OF TICAO DPP

### PRICE PROPOSAL FORM

| ITEM NO.          | DESCRIPTION                      | QTY.- UNIT |      | C<br>O<br>D<br>E | UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED |  |   |  |   | TOTAL PRICE                             |
|-------------------|----------------------------------|------------|------|------------------|--|--|---|--|---|---|
|                   |                                  |            |      |                  | Total Price of Goods Delivered up to Philippine Port (Phil. Peso)+     | Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso) | Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso) | Local Transport from Port to Delivery Site (Phil. Peso)< | Total Unit Price (Phil. Peso) (E+F+G+H) | Local Currency (Phil. Peso) (J = I x C) |
| (A)               | (B)                              | (C)        |      | (D)              | (E)  | (F)  | (G)   | (H)  | (I)                                     | (J)                                     |
|                   | ENGINE BLOCK ASSEMBLY PN:3165670 | 1          | ASSY |                  |  |  |   |  |   |   |
| <b>TOTAL</b>      |                                  |            |      |                  |  |  |   |  |   | P _____                                 |
| (Amount in Words) |                                  |            |      |                  |  |  |   |  |   |   |

- \* Bidders shall enter a code representing the Country of Origin of all imported equipment, materials and accessories
- + Cost of equipment, freight, insurance, etc. up to Phil. port of entry
- < Unit Price for Local Transportation, insurance and other local costs incidental to delivery of the goods from the Phil port of entry to final delivery site

**Note:** Final delivery site of spare parts shall be at National Power Corporation, SPUG - BOD, Ticao DPP San Jacinto, Masbate

| Code | Country of Origin |
|------|-------------------|
|      |                   |
|      |                   |
|      |                   |

**Name of Bidder:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_