



National Power Corporation

REQUEST FOR QUOTATION (SHOPPING – 52 .1 b)

31 October 2023

Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. **S4-BDP24-001**, Ref. No. SHB231128-NA00402 and submit the same at the Bids and Contracts Services Division (BCSD), Ground Floor Diliman Quezon City on or before **09:30 A.M. of 28 November 2023**.

The following documents must be submitted together with your quotation:

For Platinum Members:

1. Valid and Updated Certificate of PhilGEPS Registration (This should include the attached "Annex A"). In case the Mayor's Permit in the said Annex "A" is expired, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal.

For Red or Blue Members:

1. Valid Mayor's Permit
2. PhilGEPS Registration Number;

- Other documents to be submitted: _____

In case no bid or insufficient number or bids is received on **28 November 2023**, the deadline for submission may be extended, as follows:

| | | |
|-------------------------------------|---|-------|
| First (1 st) Extension | : | _____ |
| Second (2 nd) Extension | : | _____ |
| Third (3 rd) Extension | : | _____ |

The RFQ/Bid Proposal shall be submitted by the bidder to NPC on the manner of submission based on the ABC as follows:

Approved Budget for the Contract (ABC)

- Up to Php100, 000.00 - via fax/e- mail/ bid proposal to procurement officer
- Above Php100,000 up to Php1,000,000 - via Sealed Offer (use drop box @ procurement office)

For further inquiries, please contact the BAC Secretariat, **Ms. Nathalie Claire R. Abarquez** at telephone no/s. 8921-3541/ local no. 5244 / Fax No. 8922-1622 with e-mail address at bcsd@napocor.gov.ph and ncrabarquez@napocor.gov.ph.

Very truly yours,

ATTY. MELCHOR P. RIDULME

Vice President, Office of the Legal Counsel and
Chairman, Bids and Awards Committee



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Republic of the Philippines
NATIONAL POWER CORPORATION

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

1. **Scope of Works:** PR NO. S4-BPD24-001 / REF NO. SHB231128- NA00402

For the SUPPLY AND DELIVERY OF DIESEL FUEL AND THREE (3) OTHER ITEMS

| PR Item | DESCRIPTION | QTY. | ABC (Php) |
|--------------------|--------------------------------|-------|-------------------|
| 1 | DIESEL FUEL (5,868 liters) | 1 LOT | 498,780.00 |
| 2 | GASOLINE (2,300 liters) | 1 LOT | 195,500.00 |
| 3 | LUBRICANT GEAR OIL (45 liters) | 1 LOT | 15,300.00 |
| 4 | LUBRICANT OIL 2T (45 lites) | 1 LOT | 12,375.00 |
| GRAND TOTAL | | | 721,955.00 |

NOTE:

- Mode of award shall be **lot award** considering that the offer shall not exceed the ABC for each item and the total ABC.
- **WARRANTY** shall be at least **three (3) months** for all items.
- Refer to the attached additional terms of reference.

APPROVED BUDGET FOR THE CONTRACT: PHP 721,955.00

2. Contract Duration

Contract Duration shall be a period of two (2) years from 01 January 2024 to 31 December 2024 upon receipt of the Contract unless sooner terminated by either party.

3. Fuel Supply Station

Fuel/Gas Stations in Morong and Bagac, Bataan are preferred in view of its proximity the fuel and lubricant needs of BNPP.

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 (LCB).

9. 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.

10. Post-qualification

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

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

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

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**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. **S4-BDP24-001**.
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 | DIESEL FUEL (5,868 liters) | 1 LOT | | |
| 2 | GASOLINE (2,300 liters) | 1 LOT | | |
| 3 | LUBRICANT GEAR OIL (45 liters) | 1 LOT | | |
| 4 | LUBRICANT OIL 2T (45 lites) | 1 LOT | | |
| 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.



REPUBLIC OF THE PHILIPPINES
NATIONAL POWER CORPORATION
BNPP PRESERVATION AND DISPOSAL
Napot Pt., Morong, Bataan

ANNEX A-1

RQ No./AC No. BNPP-SHP23-010

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

1. **Scope of Works:** PR No. S4-BPD24-001

Supply and Delivery of the following items:

| Item No. | DESCRIPTION | QTY. | U/M | ABC (PhP) | TOTAL ABC (PhP) |
|------------------|--------------------------------|------|-----|------------|-------------------|
| 1 | DIESEL FUEL (5,868 liters) | 1 | LOT | 498,780.00 | 498,780.00 |
| 2 | GASOLINE (2,300 liters) | 1 | LOT | 195,500.00 | 195,500.00 |
| 3 | LUBRICANT GEAR OIL (45 liters) | 1 | LOT | 15,300.00 | 15,300.00 |
| 4 | LUBRICANT OIL 2T (45 liters) | 1 | LOT | 12,375.00 | 12,375.00 |
| TOTAL ABC | | | | | 721,955.00 |

NOTES:

1. Mode of Award is on per *lot basis*.
2. Item 1 - for service vehicles *Fire Truck (SDN-309) and Isuzu Crosswind (SJA-607)*
3. Item 2 - for service vehicles *Toyota Innova (SJA-726) and Toyota Rush (S2T-557 and S2T-581)*

APPROVED BUDGET FOR THE CONTRACT: PhP 721,955.00

2. **Fuel Supply Station**

Fuel/Gas Stations in Morong and Bagac, Bataan are preferred in view of its proximity in providing the fuel and lubricant needs of BNPP.

3. **Contract Duration**

- a. Supply shall be a period of Two (2) Years upon receipt of Contract unless sooner terminated by either party.
- b. In case one party decides to terminate the Agreement earlier than the prescribed period, either party should advise the other party at least thirty (30) calendar days in advance.
- c. Reckoning Period : 01 January 2024 to 31 December 2025

4. Supplier's/Contractor's Responsibilities

- a. Shall supply and provide the fuel and lubricant needs based on actual pump price and withdrawal to NPC & BNPP official service vehicles and NPC-owned generator sets upon presentation of accomplished and approved Warehouse Requisition Slip (WRS) and Trip Tickets as may be appropriate, by the official driver/s of NPC vehicles and other authorized personnel. There shall be no withdrawal allowed without the supporting documents.
- b. Shall submit billings based on actual price per withdrawal, as a precondition for the processing of payments, with attached copies of withdrawal documents such as Official Receipts, WRS, Summary of the Withdrawal including date of withdrawal, vehicle plate numbers, make of model, odometer reading and genset model/serial number and quantity withdrawn, among others.

5. Bid Submission

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

6. Late Bids

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

7. Bid Amount

The bid amount as indicated in the Quotation Form shall be within the approved budget. A bid submitted more than the ABC shall be treated as non-responsive.

8. Bid Price Validity

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

9. Eligibility Criteria

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

10. 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.

11. Post qualification

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

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

12. Total Contract Price

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

13. Notice to Supplier

- a. The winning Bidder shall pick-up the Contract / Notice to Proceed (NTP) from NPC-BNPP 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.

14. Contract Effectivity

The winning Bidder/Supplier or his authorized representative shall pick-up the Memorandum of Agreement (MOA) and shall take effect immediately upon Supplier's acknowledgement receipt of said MOA.

15. Terms of Payment

Payment shall be processed on a monthly basis.

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. Applicable Laws, Rules and Regulations

It is understood that the provisions specified under RA 9184 (Government Procurement Reform Act), its IRR and subsequent amendments issued by the Government Procurement Policy Board (GPPB), although not specifically mentioned in this contract are deemed to be incorporated and made part of the contract as though fully written out and set forth herein.

18. 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).

19. Disclosure of Relations

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

20. Administrative Sanctions

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

21. 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 pursuant to Section 41 of RA 9184.