



Republic of the Philippines
NATIONAL POWER CORPORATION

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

Reference No. S3-SPUGWM23-026

For the Supply and Delivery of: SERVICES AND CONSUMABLES FOR THE PERIODIC MAINTENANCE SCHEDULE OF ALL AIR-CONDITIONING UNITS OF SPUG-MOD OFFICE/INSTALLATION AND POWER PLANTS/BARGES UNDER ZAMBASULTA AREAS.

Item No.	DESCRIPTION	QTY.	ABC (,PhP)
1	<p>SUPPLY SERVICES AND CONSUMABLES FOR THE PERIODIC MAINTENANCE SCHEDULE OF ALL AIR-CONDITIONING UNITS OF SPUG-MOD OFFICE/INSTALLATION AND POWER PLANTS/BARGES UNDER ZAMBASULTA AREAS.</p> <p>Chargeable to the following Cost Center Nos.:</p> <p>Cost Center # 6684006 – MOD Cost Center # 6684006 – WMOD Cost Center # 6682026 – JOLO DPP Cost Center # 5885093 – PB 119 Cost Center # 6682016 – BASILAN DPP Cost Center # 6684007 – AFD</p>	1 LOT	<p>348,731.00</p> <p>60,000.00 62,731.00 80,000.00 50,000.00 16,000.00 80,000.00</p>
<p>Additional Documents for Submission During Bid Opening:</p> <ul style="list-style-type: none"> • The bidder shall submit list of MANPOWER Technician with xerox copy of Company ID with minimum of ten (10) Technician to cater the NPC Office/Installation and Power Plants/Barges under ZAMBASULTA areas. • The bidder shall submit list of equipment owned or rented with proof (invoices and/or notarized agreement) • The bidder shall submit Certificate of Satisfactory Performance of completed projects. <p>The winning bidder shall supply services and consumables for the periodic maintenance schedule of all air-conditioning units of SPUG-MOD Office/Installation and Power Plants/Barges.</p> <p>TERMS AND CONDITION:</p>			

<p>The services/goods/items shall involve a Contract Agreement with the following provisions:</p> <p>a. The contract shall cover a supply contract period of one (1) year from the effectivity of the Notice to Proceed (NTP).</p> <p>b. The delivery of services/goods/items shall be on a staggered basis as per request/schedule. The services/goods shall be delivered within three (3) working days upon request thru phone/cellphone or e-mail by SPUG-MOD authorized representative in Zamboanga Office and seven (7) days in power plants/barges in their respective location under ZAMBASULTA areas.</p> <p>c. Services/Delivery shall be reckoned from the date of receipt of NTP duly confirmed via telephone/cellphone/e-mail and noted as officially received by the Supplier.</p> <p>d. Payment shall be made on as per services/delivery basis.</p> <p>e. If the contract services/goods/items quantities are not fully served, any remaining services/goods/item shall be fully delivered at the end of the contract period or until the contract amount exhausted.</p> <p>f. Supplier shall be responsible for having an available supply of the services/goods/items on this contract. If the supplier fails to meet the requested item for delivery within the due dates, and NPC is forced to purchase the services/goods/items from other sources due to urgency of need, the difference between the awarded price and outsourced price shall be chargeable to the supplier.</p> <p>g. Services/Deliveries which are not in conformance with the technical specifications shall be rejected.</p>	
TOTAL AMOUNT	348,731.00
<p>Notes:</p> <ul style="list-style-type: none"> • Warranty of repair shall be at least <u>3 MONTHS</u> • Mode of Award is <u>LOT AWARD</u> 	

APPROVED BUDGET FOR THE CONTRACT: PHP 348,731.00

1. Delivery Period

The delivery of services/goods/items shall be on a staggered basis as per request/schedule. The services/goods shall be delivered within three (3) working days in Zamboanga City and seven (7) working days in ZAMBASULTA area or depends on the extent of damaged of units upon request thru phone/cellphone or e-mail by SPUG-MOD authorized representative.

2. Delivery Point

Delivery point is in NPC, SPUG-MOD Office, HC Bldg., Gov. Camins Ave., Zamboanga City and Power Plants/Barges under ZAMBASULTA area.

3. Bid Submission

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

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 Single/Lowest Calculated Bid (S/LCB).

8. Detailed Evaluation and Comparison of Bids

The S/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. Post-qualification

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

- **Latest Income Tax Return / Business Tax Return shall be submitted during post- qualification.**
- **Certificate of Satisfactory Performance**

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

10. Total Contract Price

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

11. Notice to Supplier

- a. The supplier shall pick-up the Contract/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 Contract/PO/NTP by the supplier within the said period will mean cancellation of the same and imposition of penalties as prescribed by law.

12. PO Effectivity

- a. The Contract/PO Shall take effect immediately upon receipt of the Contract / PO / NTP by the supplier sent through fax as evidenced by the fax transmission receipt and as confirmed by the supplier's representative.

13. Terms of Payment

Terms of Payment shall be thirty (30) calendar days after submission of complete supporting documents.

14. 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.

15. 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).

16. 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).

17. Disclosure of Relations

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

18. Administrative Sanctions

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

19. 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-SPUGWM23-026**. 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	<p>SUPPLY SERVICES AND CONSUMABLES FOR THE PERIODIC MAINTENANCE SCHEDULE OF ALL AIR-CONDITIONING UNITS OF SPUG-MOD OFFICE/INSTALLATION AND POWER PLANTS/BARGES UNDER ZAMBASULTA AREAS)</p> <p>The winning bidder shall supply services and consumables for the periodic maintenance schedule of all air-conditioning units of SPUG-MOD Office/Installation and Power Plants/Barges</p> <p>Additional Documents for Submission During Bid Opening:</p> <ul style="list-style-type: none"> • The bidder shall submit list of MANPOWER Technician with xerox copy of Company ID at least with ten (10) Technician to cater the NPC Office/Installation and Power Plants/Barges under ZAMBASULTA areas. • The bidder shall submit list of equipment owned or rented with proof (invoices and/or notarized agreement) • The bidder shall submit Certificate of Satisfactory Performance of completed projects <p>TERMS AND CONDITIONS:</p> <p>The services/goods/items shall involve a Contract Agreement with the following provisions:</p> <p>a. The contract shall cover a supply contract period of one (1) year from the</p>	1 LOT		

	<p>effectivity of the Notice to Proceed (NTP).</p> <p>b. The delivery of services/goods/items shall be on a staggered basis as per request/schedule. The services/goods shall be delivered within three (3) working days upon request thru phone/cellphone or e-mail by SPUG-MOD authorized representative and seven (7) days in power plants/barges in their respective location under ZAMBASULTA areas</p> <p>c. Services/Delivery shall be reckoned from the date of receipt of NTP duly confirmed via telephone/cellphone/e-mail and noted as officially received by the Supplier.</p> <p>d. Payment shall be made on as per services/delivery basis.</p> <p>e. If the contract services/goods/items quantities are not fully served, any remaining services/goods/item shall be fully delivered at the end of the contract period.</p> <p>f. Supplier shall be responsible for having an available supply of the services/goods/items on this contract. If the supplier fails to meet the requested item for delivery within the due dates, and NPC is forced to purchase the services/goods/items from other sources due to urgency of need, the difference between the awarded price and outsourced price shall be chargeable to the supplier.</p> <p>g. Services/Deliveries which are not in conformance with the technical specifications shall be rejected.</p>			
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.