



Republic of the Philippines
NATIONAL POWER CORPORATION

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

PR NO. S3-BAD23-005

1. **Scope of Works: SUPPLY, LABOR, MATERIALS & EQUIPMENT FOR THE CALIBRATION OF 60KL FOST AND 2 X 15KL VERTICAL TANK OF BALIMBING DPP.**

Item No.	DESCRIPTION	QTY.	ABC (,PhP)
1	SUPPLY, LABOR, MATERIALS & EQUIPMENT FOR THE CALIBRATION OF 60KL FOST AND 2 X 15KL VERTICAL TANK OF BALIMBING DPP.	1 LOT	
	SCOPE OF WORK		
	1. PHYSICAL MEASUREMENT FOR HORIZONTAL AND VERTICAL TANKS COMPLIES TO API MANUAL OF PETROLEUM MANAGEMENT STANDARD ON SECTION CHAPTER 2, SECTION 2A & 2.2G FOR HORIZONTAL AND VERTICAL TANK WITH STANDARD 2551.		
	2. TO PROVIDE CALIBRATION SPECIALIST AND ADDITIONAL LOCAL MANPOWER AS NEEDED IN THE IMPLEMENTATION OF CALIBRATION.		
	3. TO PROVIDE INSTRUMENTS/ TESTER AND TRAINING FOR THE SAFETY OF PERSONNEL AND THE COMPLIANCE OCCUPATIONAL SAFETY AND HEALTH STANDARD.		
	4. TO PROVIDE SAFETY EQUIPMENT, PPEs AND SAFETY IN THE PERFORMANCE OF FUEL CALIBRATION TANK AT THE PLANT.		
	5. TO PROVIDE CALIBRATION CERTIFICATE AND THREE (3) COPIES OF CERTIFICATION TABLE.		
	NOTE: MUST BE DOST ACCREDITED		
TOTAL AMOUNT			200,000.00
Notes: <ul style="list-style-type: none">• Warranty shall be at least <u>THREE (3) MONTHS</u>• Mode of Award is <u>LOT</u>			

APPROVED BUDGET FOR THE CONTRACT: PHP 200,000.00

2. **Delivery Period**
Delivery Period shall not be later than **30 DAYS** upon receipt of the Purchase Order / Notice to Proceed.
3. **Delivery Point**
Items shall be delivered at **PLANT SITE**
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.

- Latest Income Tax Return / Business Tax Return shall be submitted during post-qualification.

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

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.

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 contract award, without thereby incurring any liability to the affected bidder/s.

-----remaining spaces are intentionally left blank -----

**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-BAD23-005**. 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	SUPPLY, LABOR, MATERIALS & EQUIPMENT FOR THE CALIBRATION OF 60KL FOST AND 2 X 15KL VERTICAL TANK OF BALIMBING DPP.	1 LOT		
	SCOPE OF WORK			
	1. PHYSICAL MEASUREMENT FOR HORIZONTAL AND VERTICAL TANKS COMPLIES TO API MANUAL OF PETROLEUM MANAGEMENT STANDARD ON SECTION CHAPTER 2, SECTION 2A & 2.2G FOR HORIZONTAL AND VERTICAL TANK WITH STANDARD 2551.			
	2. TO PROVIDE CALIBRATION SPECIALIST AND ADDITIONAL LOACAL MANPOWER AS NEEDED IN THE IMPLEMENTATION OF CALIBRATION.			
	3. TO PROVIDE INSTRUMENTS/ TESTER AND TRAINING FOR THE SAFETY OF PERSONNEL AND THE COMPLIANCE OCCUPATIONAL SAFETY AND HEALTH STANDARD.			
	4. TO PROVIDE SAFETY EQUIPMENT, PPEs AND SAFETY IN THE PERFORMANCE OF FUEL CALIBRATION TANK AT THE PLANT.			
	5. TO PROVIDE CALIBRATION CERTIFICATE AND THREE (3) COPIES OF CERTIFICATION TABLE.			
	NOTE: MUST BE DOST ACCREDITED			

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.