



Republic of the Philippines  
NATIONAL POWER CORPORATION

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

**PR NO. S3-WSD23-012**

**For the Supply and Delivery of: SERVICE AND EQUIPMENT FOR THE EMISSION TESTING OF 2 X 600KW CUMMINS GENSET OF WEST SIMUNUL DPP.**

| Item No. | DESCRIPTION   | QTY.  | ABC (PhP)  |
|----------|---|-------|------------|
| 1        | <b>SUPPLY AND DELIVERY OF SERVICE AND EQUIPMENT FOR THE EMISSION TESTING OF 2 X 600 KW CUMMINS GENSET OF WEST SIMUNUL DPP.</b>  | 1 LOT | 600,000.00 |
|          | <b>SCOPE OF WORK:</b><br><ol style="list-style-type: none"><li>1. PERFORM SOURCE EMISSION MONITORING TO DETERMINE CH BY COMPLIANCE TO THE STANDARDS SET FORTH BY REPUBLIC ACT NO. 8749 AND ITS IMPLEMENTING RULES AND REGULATION STATED BY THE DENR-EMB.</li><li>2. CONDUCT AMBIENT AIR QUALITY MONITORING TO CHECK COMPLIANCE WITH STANDARD OF DENR ADMINISTRATIVE ORDER DAO2000-81 IRR PHILIPPINES AIR CLEAN AIR ACT OF 1999.</li><li>3. MAKE/ SUBMIT AND PROCESS ALL NECESSARY DOCUMENTS NEEDED FOR THE ISSUANCE OF PERMIT TO OPEARATE AS REQUIRED BY DENR-EMB.</li><li>4. PROVIDE WEST SIMUNUL DPP CERTIFIED TRUE COPY OF ALL DOCUMENTS INCLUDING RESULTS OF EMISSION TEST.</li><li>5. PROVIDE ALL TOOLS, EQUIPMENT AND LABORATORY NEEDED FOR THE ACTIVITY.</li><li>6. PROVIDE ALL NECESSARY CONSUMABLE MATERIALS NEEDED FOR THE ACTIVITY.</li><li>7. BIDDERS MUST CONDUCT PLANT SIDE INSPECTION FOR PROPER JOB ORDER IMPLEMENTATION.</li></ol> |       |            |

|  |   |  |                   |
|--|---|--|-------------------|
|  | 8. WEST SIMUNUL DPP WILL ISSUE CERT. OF SITE INSPECTION FOR BIDDING REQUIREMENTS. |  |                   |
| TOTAL AMOUNT   |   |  | <b>600,000.00</b> |
| Notes: <ul style="list-style-type: none"><li>• <b>Warranty</b> shall be at least <u>ONE ( 1 ) YEAR</u></li><li>• <b>Mode of Award</b> <u>LOT AWARD</u></li></ul> |   |  |                   |

**APPROVED BUDGET FOR THE CONTRACT: PHP 600,000.00**

**1. DRAWINGS AND DOCUMENTS TO BE SUBMITTED**

- a. To be submitted with the bid
  - a.1 Completely filled-out Technical Data Sheets.

**2. 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 | Nature of Work | Contractor's Role |   | a. Amount at Award      | a. Date Awarded         |
|------------------|-------------------------------|----------------|-------------------|---|-------------------------|-------------------------|
|                  |                               |                | Description       | % | b. Amount at Completion | b. Contract Effectivity |
|                  |                               |                |                   |   |                         |                         |

- Notes: 1. The bidder must state only one (1) Single Largest Completed Contract (SLCC) similar to the contract to be bid.  
 2. Supporting documents such as Contract/Purchase Order and any of the following: Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice for the contract stated above shall be submitted during Bid Opening.

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

Designation : \_\_\_\_\_

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

**3. Delivery Period**

Delivery Period shall not be later than 90 DAYS upon receipt of the Purchase Order / Notice to Proceed.

**4. Delivery Point**

Items shall be delivered at PLANT SITE.

**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.

**7. 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.

**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 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).

**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 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).

**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 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.

### **14. 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.

### **15. Terms of Payment**

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

### **16. 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.

### **17. 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).

### **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.

----- *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-WSD23-012**. 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<br>(INCLUDE BRAND NAME)   | QTY   | UNIT PRICE<br>(PhP) | TOTAL PRICE<br>(PhP) |
|----------|--|-------|---------------------|----------------------|
| 1        | <b>SUPPLY AND DELIVERY OF SERVICE AND EQUIPMENT FOR THE EMISSION TESTING OF 2 X 600 KW CUMMINS GENSET OF WEST SIMUNUL DPP.</b>   | 1 LOT |                     |                      |
|          | <p align="center"><b>SCOPE OF WORK:</b></p> <ol style="list-style-type: none"> <li>1. PERSORM SOURCE EMISSION MONITORING TO DETERMINE CH BY OMPLIANCE TO THE STANDARDS SET FORTH BY REPUBLIC ACT NO. 8749 AND ITS IMPLEMENTING RULES AND REGULATION STATED BY THE DENR-EMB.</li> <li>2. CONDUCT AMBIENT AIR QUALITY MONITORING TO CHECK COMPLIANCE WITH STANDARD OF DENR ADMINISTRATIVE ORDER DAO2000-81 IRR PHILIPPINES AIR CLEAN AIR ACT OF 1999.</li> <li>3. MAKE/ SUBMIT AND PROCESS ALL NECESSARY DOCUMENTS NEEDED FOR THE ISSUANCE OF PERMIT TO OPEARATE AS REQUIRED BY DENR-EMB.</li> <li>4. PROVIDE WEST SIMUNUL DPP CERTIFIED TRUE COPY OF ALL DOCUMENTS INCLUDING RESULTS OF EMISSION TEST.</li> <li>5. PROVIDE ALL TOOLS, EQUIPMENT AND LABORATORY NEEDED FOR THE ACTIVITY.</li> <li>6. PROVIDE ALL NECESSARY CONSUMABLE MATERIALS NEEDED FOR THE ACTIVITY.</li> <li>7. BIDDERS MUST CONDUCT PLANT SIDE INSPECTION FOR PROPER JOB ORDER IMPLEMENTATION.</li> <li>8. WEST SIMUNUL DPP WILL ISSUE CERT. OF SITE INSPECTION FOR</li> </ol> |       |                     |                      |

|                 |                       |  |  |  |
|-----------------|-----------------------|--|--|--|
|                 | BIDDING REQUIREMENTS. |  |  |  |
| 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.*