



Republic of the Philippines
NATIONAL POWER CORPORATION

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

PR REF. NO. / PR NO. S3-SIA23-003

For the Supply and Delivery of: VARIOUS ELECTRICAL SPARE PARTS FOR 500KW MAN-CXZ ENGINE TYPE 6L 20/27, EN: 0536 OF SIASI DPP.

Item No.	DESCRIPTION	QTY.	ABC (PhP)
1	ACTUATOR, UG-WOODWARD, FOR 500KW MAN-CXZ GENSET, ENGINE TYPE: 6L 20/27, EN 0536, PN: B8251-765	1 UNIT	300,000.00
TOTAL AMOUNT			300,000.00
Notes:			
<ul style="list-style-type: none">• Warranty shall be at least <u>1 YEAR</u>• Mode of Award <u>LOT AWARD</u>			

APPROVED BUDGET FOR THE CONTRACT: PHP 300,000.00

1. 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:

- Inspection and verification of the packing list;
- Visual inspection of the condition of the packing and its surfaces; and
- 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.

2. DRAWINGS AND DOCUMENTS TO BE SUBMITTED

- a. To be submitted with the bid
 - a.1 Net Financial Contracting Capacity (NFCC)
 - a.2 Brochure
 - a.3 Single Largest Completed Contract (SLCC)
- b. To be submitted before/ during delivery of spare parts
 - b.1 "Certificate of Origin" from the Manufacturer.
 - b.2 "Warranty" Certificate for one (1) year against factory defects/workmanship.

3. GUARANTEE

The Supplier shall guarantee the replacement of the supplied spare parts at his own expense against defect in design, workmanship and materials for a period of one (1) year after acceptance by NPC.

The Supplier shall submit a Warranty Certificate (at least 1 year) effective from the date of acceptance by NPC.

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the income tax return and audited financial statement for the immediately preceding calendar year are:

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

NFCC = P _____

Herewith attached is certified true copy of the audited financial statement, stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding calendar year.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

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 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. 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 (NPCSF-GOODS-03)
 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 : _____

4. Delivery Period

Delivery Period shall not be later than 60 DAYS upon receipt of the Purchase Order / Notice to Proceed.

5. Delivery Point

Items shall be delivered at MOD WAREHOUSE, ZAMBOANGA CITY.

6. Bid Submission

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

7. Late Bids

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

8. 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.

9. Bid Price Validity

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

10. 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).

11. 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.

12. 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).

13. Total Contract Price

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

14. 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.

15. 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.

16. Terms of Payment

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

17. 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.

18. 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).

19. 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).

20. Disclosure of Relations

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

21. Administrative Sanctions

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

22. 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-SIA23-003**. 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	ACTUATOR, UG-WOODWARD, FOR 500KW MAN-CXZ GENSET, ENGINE TYPE: 6L 20/27, EN 0536, PN: B8251-765	1 UNIT		
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.