





Republic of the Philippines  
NATIONAL POWER CORPORATION

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

1. **Scope of Works:** PR NO. HQ-BBW24-001 / REF NO. SHB240118- KL00625

**For the Supply and Delivery of:**

Item No.	DESCRIPTION	QTY.	U/M	ABC (PhP)
1	BAG BACKPACK, WATERPROOF	5	PC	35,000.00
2	HIKING SHOES WATERPROOF	4	PC	32,000.00
3	TENT GOOD FOR 4 PERSONS, WATERPROOF	3	PC	30,000.00
<b>TOTAL AMOUNT</b>				<b>₱97,000.00</b>

**Note/s:**

- a. Items to be supplied by the winning bidder should be brand new.
- b. Warranty should be at least three (3) months.
- c. Please refer to the attached sheet for the complete technical specifications.
- d. The mode of award is per item basis.
- e. Bidders are required and reminded to strictly state/include in their own Bid Proposal the requirements in the Terms and Conditions stated under the NPC Terms of Reference (TOR), to wit:
  - Payment Terms
  - Delivery Period
  - Price Validity
  - Delivery Point
  - Warranty

**APPROVED BUDGET FOR THE CONTRACT: PHP 97,000.00**

**2. Delivery Period**

Delivery Period shall not be later than **10 Calendar Days** upon receipt of the Purchase Order / Notice to Proceed.

**3. Delivery Point**

Items shall be delivered at **NPC-OBC WAREHOUSE, HEAD OFFICE, DILIMAN, QUEZON CITY**

**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 (LCQ).

## 9. Detailed Evaluation and Comparison of Bids

The LCQ 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 LCQ shall be subjected to post qualification evaluation.

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

## 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 specifically required 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 or 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.

**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. **HO-BBW24-001**. 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				
2				
3				
<b>TOTAL BID PRICE</b>				

- Payment Terms \_\_\_\_\_
- Delivery Period \_\_\_\_\_
- Price Validity \_\_\_\_\_
- Delivery Point \_\_\_\_\_
- Warranty \_\_\_\_\_

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.*

## **SPECIFICATION**

PR No. HO-BBW24-001

### **BAG Backpack**

- Waterproof, 35 liters
- Integrated rain cover
- Trekking pole attachment
- Internal hydration sleeve (accommodates up to 3L reservoir)
- Stretch mesh side pockets
- Upper side compression straps
- Strap with whistle
- Removable webbing hipbelt
- Zippered front pocket
- Fixed toplid with external pocket
- Under lid zippered mesh pocket with key clip
- Dimension: 32.5in. H, 20.3in L, 12.5in W, 65.3in Liner Dimension, 11.5lbs. weight
- Material: Polyester

### **HIKING SHOES**

- Waterproof
- Breathable GORE-TEX
- Lace Closure
- Abrasion-resistant mesh upper with synthetic overlays
- Gusseted tongue
- Textile lining
- Mesh & Synthetic Upper (Abrasion-Resistant)
- Traxion Outsole (High Traction & Grip on all Terrain)
- Dual Density Ethylene and Vinyl Acetate (EVA) Midsole (Increase Stability & Cushioning)
- Waterproof Trail Running Shoes
- Lightweight (1 lb. 10.2 oz.)
- Continental Rubber outsole
- Contained Minimum of 50% Recycled Content

### **TENT**

- Good for four (4) persons
- Capacity:  
Bedroom: 240 x 210 cm / Stand-up living room: 5 sqm with basin groundsheet
- Easy assembly / dismantling
- Heat reduction
- Darkness:  
UPF 30 fabric: lets in daylight and filters out some UV rays
- Waterproof:  
Water column: Flysheet >2000 mm rating Groundsheet >2400 mm rating
- Wind resistance:  
Withstands force 6 winds – around 50 km/h / Wind tunnel test
- Easy transport:  
Rectangular cover / 60 cm x 24 cm x 24 cm / 35 liters / 10.2 kg