



Republic of the Philippines
NATIONAL POWER CORPORATION

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

1. **Scope of Works;** PR NO. HO-CWA23-006 /REF NO. SHB230807- RM00225(SHB2)

For the Supply and Delivery of:

Item No.	DESCRIPTION	QTY.	U/M	ABC (PhP)
1	BAG, POLYETHYLENE PLASTIC 4'X6' (THICKNESS: .003 INCH, BLACK), 1000/BUNDLE	60	BDL	30,000.00
2	CALIPER, TREE DIAMETER MEASURING DEVICE, 24 INCHES DIAMETER READING	5	PCS	15,000.00
3	DRUM PLASTIC, 200 LITERS CAP. STORAGE	2	PCS	4,000.00
4	FERTILIZER 14-14-14, 50 KILOS/SACK	20	SACK	36,000.00
5	FERTILIZER VERMICAST 25 KILOS/SACK	75	SACK	60,000.00
6	FUNGICIDE PLAN 11-NURSERY OPERATION	5	LTR	12,500.00
7	GARDEN HOSE 5/8 DIA, 25 METERS/ROLL	2	ROLL	4,000.00
8	GARDEN NET, BLACK, HEAVY DUTY NYLON	110	MTR	24,750.00
9	INSECTICIDE KARATE	5	LTR	12,500.00
10	NYLON NO. 4, 2MM, 200M/ROLL	10	ROLL	5,000.00
11	RICE HULL PLAN 11 - NURSERY OPERATION	122	PCS	3,050.00
12	SEEDS NARRA CERTIFIED	20	KLS	6,000.00
13	SEEDS CACAO CERTIFIED	10	KLS	6,000.000
	SEEDS GUYABANO CERTIFIED	10		
14	SEEDS NARRA CERTIFIED	100	KGS	30,000.00
15	SHOVEL PLAN 11 - NURSERY OPERATION	2	PCS	1,700.00
16	SPRINKLER PLAN 11 - NURSERY OPERATION	2	PCS	1,300.00
17	TIE WIRE PLAN 11 - NURSERY OPERATION	150	KGS	21,750.00
18	WHEEL BARROW PNEUMATIC WHEEL-13 INCH X 3.00-8 AIR	2	PCS	9,000.00
TOTAL AMOUNT				₱208,100.00

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 sheets for the complete technical specifications.
- d. The mode of award is on lot 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 208,100.00

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-CWA23-006 with specific descriptions, to wit:

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
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

PRODUCT SPECIFICATIONS FOR HO-CWA23-006

	DESCRIPTION	QUANTITY	U/M
PLAN 11 Project Sustainability			
10.	NYLON - #4 (2.00mm) - 200m/roll	10	ROLL
14.	SEEDS - Narra Seeds - Certified	30	KGS
2.	TREE CALIPER - Hardened stainless steel frame - Clear LCD Display; powered by 1 x Silver oxide battery - Range: 150mm - 4 way Measurement: Outside, Inside, Step, Depth - Resolution: 0.01mm	5	PCS
PLAN 11 Nursery Operations			
1.	BAG - Polyethylene plastic - 2'x2'x6' w/ gussette - Black - 1000pcs/bundle	60	BDL
13.	SEEDS - Cacao/Guyabano, Certified	20	KGS
12.	- Narra, Certified	20	KGS
11.	RICE HULL - High Quality	122	PCS
4.	FERTILIZER - 14-14-14, High Quality, Branded, 50k/sack	20	SACK
5.	- Vermicast; High Quality, Pure, Certified, 25k/sack	75	SACK
7.	GARDEN HOSE - 5/8 Diameter - 25 Meters/roll	2	ROLL
8.	GARDEN NET - Black, High Quality - Heavy duty nylon	110	METER
15.	SHOVEL - Heavy Duty, pointed shovel - Branded - Wooden Handle - Length: 1470mm	2	PC
16.	SPRINKLER - Branded, High Quality - Plastic, 3 Arm Rotary Sprinkler - with 3/4" tool adaptor	2	PC
17.	TIE WIRE - High Quality, #16	150	KGS
18.	WHEEL BARROW - Heavy Duty - Pneumatic Wheel	2	PCS
3.	DRUM - Heavy Duty, Plastic Container Drum - 200L Cap Storage - with Threaded Screw Type Lid Cover - Body Diameter: 22.5 inches; Lid Diameter: 3 inches; Height: 37 inches	2	PCS
6.	FUNGICIDE - High Quality, Branded - Organic Fungicide	5	LITERS
9.	INSECTICIDE - High Quality, Branded	5	LITERS

Prepared by:

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Forest Guard, CLWAT

Noted by:

VINCENT B. CONCIO
Manager, RDD/SLBWAO