





Republic of the Philippines  
**National Power Corporation**

**TERMS OF REFERENCE  
ALTERNATIVE MODE OF PROCUREMENT  
[SHOPPING – 52.1b]**

1. **Scope of Works:** PR NO(s) HO-LAR25-007 / REF NO SHB250331-KB00117  
(SHB3)  
**For the SUPPLY AND DELIVERY OF TIRES FOR LOWER AGNO/SAN ROQUE  
WATERSHED AREA TEAM**

Item No.	DESCRIPTION	QTY.	ABC (PhP)
1	TIRE 265R/65-R17, ALL TERRAIN	5 PC	70,000.00
TOTAL AMOUNT			70,000.00
<b>Notes:</b> <ul style="list-style-type: none"><li>• <b>Warranty</b> shall be at least Three (3) Months.</li><li>• See attached End User's Technical Specification</li><li>• <b>Manufacturing Date</b> shall not be more than One (1) year from date of <b>Delivery/Accepted for Tires.</b></li><li>• Must indicate Brand/Model and provide brochure or specifications on your quotation</li></ul>			

**APPROVED BUDGET FOR THE CONTRACT: PhP 70,000.00**

**2. Delivery Period/**

"Delivery Period shall not be later than Thirty (30) Calendar Days upon receipt of the Purchase Order / Notice to Proceed

**3. Delivery Point**

Items shall be delivered at **SRWAT OFFICE, SAN ROQUE, SAN MANUEL, PANGASINAN.**

**4. Bid Submission**

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

**5. Late Bids**

Any quotation submitted after the deadline of submission and receipt of bids shall not be accepted by NPC.

**6. Bid Prices**

*Eap*

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 quotation 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 opening of quotations.

#### **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 Single/Lowest Calculated Quotation (S/LCQ).

#### **9. Detailed Evaluation and Comparison of Bids**

The S/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**

Documents submitted for the Lowest Calculated Quotation (LCQ) will undergo a post-qualification evaluation. Original copies of these documents presented at bid opening/submission must be made available during the post-qualification process. Any quotation that successfully meets the post-qualification criteria will be declared as the Single/Lowest Calculated and 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**

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**

In order to assure that manufacturing defects shall be corrected by the supplier, a warranty shall be required from the contract awardee for a minimum period of three (3) months, in case of expendable supplies, or a minimum period of one (1) year, in case of non-expendable supplies, after acceptance by the procuring entity of the delivered supplies, unless otherwise provided in the RFQ.

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

*Eap*

**ANNEX A****A. Specifications**

Specification	Requirement
Tire Size	265/65 R17
Tire Type	All-Terrain, suitable for both on-road and off-road use
Load/Speed Index	112 S (at 180 -190 km/h) (minimum)
Compound	Silica-based tread for wet grip & economy, robust casing
Ply Rating	8-Ply (minimum)
Construction	Tubeless

**B. Delivery point:**

SRWAT Office, San Roque, San Manuel, Pangasinan

*Gap*

**SUPPLIER'S BID QUOTATION**  
**[SHOPPING – 52.1b]**

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-LAR25-007 (SHB3)**. 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)
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 letterhead following this format duly signed by the authorized representative when making the offer.*