



Republic of the Philippines
 NATIONAL POWER CORPORATION

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

1.Scope of Works (REF: _____ PR NO. [S3-NAQ22-005](#))

“SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT(PPE) INTENDED FOR NINOY AQUINO DPP”

ITEM NO.	DESCRIPTION OF ITEM/S	QUANTITY	UNIT	TOTAL ABC (Php)
1	SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT(PPE) INTENDED FOR NINOY AQUINO DPP	1	LOT	199,500.00
	1. SAFETY SUIT (COVER ALL) FABRIC MADE OF POLYESTER & COTTON	5	SET	20,000.00
	2. EAR MUFF UNIVERSAL LIGHTWEIGHT	12	PCS	51,000.00
	3. GLOVES ELECTRICAL, RUBBER Certified to EN/IEC 60903 ASTM D120 Class 2 Type I Volt 15kVac	2	PAIRS	27,000.00
	4. HELMET WHITE, PVC PROTECTION HARD CAP, COMPLETE SET	12	PCS	78,000.00
	5. SAFETY SHOES LOW CUT, LEATHER, STEEL TOE HEAVY DUTY CLASS 75, OIL/SLIP & ELECTRIC SHOCK RESISTANT, POLYURETHANE SOLE, PASS THE PERFORMANCE TESTING STANDARD BY OSHC-DOLE (ASTM F2412 & ASTM F2413	5	PAIRS	23,500.00
	SIZES FOR SAFETY SHOES: COVERALL			
	JLA- 9 UK LARGE			
	RFC- 9 UK LARGE			
	MDN- 9 UK LARGE			
	MRS- 8 UK LARGE			
	MLDG- 8UK LARGE			
	TOTAL BID PRICE			199,500.00

Notes:

- Warranty shall be at least Three (3) months.
- Mode of Award is Lot Award. Bid offer must be within the ABC per item **per item**.
- Please attached brochure/s as basis for Technical Evaluation of our End-user.

Note: This portion must include the complete technical specifications and the quantity of the requirement.

2. DELIVERY PERIOD

Delivery Period shall not be later than **Thirty (30)** calendar days upon receipt of the Purchase Order/Contract or Notice to Deliver.

3. Delivery Point

Items shall be delivered at **[AFD WAREHOUSE, DAVAO CITY.](#)**

4. Bid Submission

The Bidder shall submit their sealed quotations through their authorized representative to be dropped in the designated drop box in the [SPUG Mindanao Training Center, NPC-SPUG Mindanao Complex, Kumintang St., Mintal, Tugbok District, Davao City](#)

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 Single / Lowest Calculated Bid (S/LCB).

9. Detailed Evaluation and Comparison of Bids

The S/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.

10. Post qualification

- a. Submitted documents of the S/LCB shall be subjected to post qualification evaluation.
- b. The bid that PASSED the Post-Qualification shall be declared as the Single/Lowest Calculated Responsive Bid (S/LCRB).

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) days after submission of complete supporting documents.

15. Warranty

Unless otherwise provided in the RFQ, the warranty period shall be a minimum of [Three \(3\) Months](#) from the date of final acceptance by the end-user.

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 signing and accepting the Purchase Order/Contract, the supplier fails to deliver the goods and/or services, appropriate sanctions will be imposed as prescribed under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR).

18. 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.

