

#### **National Power Corporation**

## REQUEST FOR QUOTATION (SMALL VALUE PROCUREMENT - 53.9)

11 October 2024

Sir/Madam:
Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. HO-CAG25-002 Ref. No. SVP241105 ~ RA00467 and submit the same in a sealed envelope to be dropped in the designated drop box at the Bids and Contracts Services Division (BCSD), Ground Floor Diliman, Quezon City on or before 9:30 A.M. of NOVEMBER 2024.
Food Tasting Activity: 22 October 2024 @ 10 am at Sinulog Function Room
The following documents must be submitted together with your quotation:  1. PhilGEPS Registration, whichever is applicable:  For Platinum Members:  Valid and Updated Certificate of PhilGEPS Registration (This should include the attached "Annex A"). In case the Mayor's Permit in the said Annex "A" is expired, a valid/updated Mayor's Permit must also be submitted.  For Red Members:  a. Valid Mayor's Permit showing the expiry date b. PhilGEPS Registration Number;
<ul> <li>2. Other documents:  Please refer to the attached TOR</li> <li>Additional Documentary Requirements, if applicable:  Omnibus Sworn Statement (use attached Form) (For Total ABC of Above PhP 50,000);  Latest Income Tax Return / Business Tax Return (For Total ABC of Above PhP 500,000);  Professional License/Curriculum Vitae (for Consulting Services only);</li> <li>PCAB License (for INFRA Projects only);</li> </ul>
The Warranty Period shall be: <u>Please refer to the attached TOR</u> In case of a failed bidding, a re-bidding maybe conducted without prior notice to any previous bidder(s).
For further inquiries, please contact the BAC Secretariat, Ms. Ardee A. Alcancia at telephone no/s. 8- 9245-208 / / Fax No.8- 922-1622 / email address: mraalcancia@napocor.gov.ph
Very truly yours,
ATTY. MELCHOR P. RIDULME Chairman, Bids and Awards Committee

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NATIONAL POWER CORPORATION

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Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road)
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Tel. Nos. (632) 8921-3541 to 80 • Fax No. (632) 8921-2468
Website: <a href="https://www.napocor.gov.ph">www.napocor.gov.ph</a>







### Republic of the Philippines NATIONAL POWER CORPORATION

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

#### PR NO. HO-CAG25-002 / REF NO. SVP 241105 - RA00 467

#### One (1) year Supply of Catering Services for Management Committee Meetings for CY 2025

Item No.	DESCRIPTION	ABC (PhP) 800,000.00	
1-2	One (1) year Supply of Catering Services for Management Committee Meetings for CY 2025		
	800,000.00		

Note: For NPC use only (Charging) - Item 1: Non-OMA:

Item 2: OMA

68.75% of ABC 31.25 % of ABC

#### APPROVED BUDGET FOR THE CONTRACT: PHP 800,000.00

#### SCOPE OF SERVICES

The caterer shall provide the Supply of Catering Services for one (1) year during Management Committee Meetings for CY 2025 at NPC Head Office, Sen. Miriam Defensor Santiago Ave., Diliman, Quezon City. (The venue may be changed due to the schedule of activities of the ManCom members but is still within Quezon City area).

The Caterer shall provide an adequate number of waiters to at least a ratio of one (1) waiter per 10 guests.

- a. There are no definite schedule and number of meetings for CY 2025 since these meetings are arranged and scheduled depending on the availability of the Chairman/President. (The number of meetings are estimates and may vary depending on the requirement)
- b. There cannot be a definite number of persons to be served for the schedule meeting since participants/invitees to the ManCom meetings depend on the matters to be discussed.
- c. The Catering services may cover snack (AM or PM) and lunch, depending on the request of the end user.
- d. Subject to items a and b, the usual requirement of the end-user for the entire year uses the following specification/formula:

#### Php1,000.00 per head x 20 persons for 40 meetings

e. The Food Menu for each ManCom Meeting shall be at the discretion/choice of the end-user in consultation with the catering service provider. (Please refer to the sample Food Menu list)

- f. The caterer shall carry or cover a 10% buffer from the expected number of people to be served without additional cost to NPC.
- g. The catering service provider shall ensure that the food temperature and holding conditions are appropriate to maintain the quality food to be served.
- h. The catering service provider shall ensure that plates, glasses, spoons, forks, cutleries and other necessary utensils are adequate.
- During the actual meeting, the caterer shall serve each participant/invitee a plated meal.
- j. The food menu choices shall be provided by the catering services for approval by NPC. NPC has the right to alter the content of the menu and will notify the caterer 3-5 days before the meeting. This shall consist of the following dishes:

Lunch	Snacks				
Soup					
Meat (pork, beef or chicken)	Traditional Filipino delicacy or noddles/pasta dish or cake/				
Seafood	pastry/sandwich				
Vegetables					
Rice	Coffee				
Dessert (salad or fresh fruit)	Soda or Fresh Fruit Juice (not powdered)				
Bottled Water	(100 p 300 a				

#### II. SELECTION AND FOOD TASTING PROCESS

- On the date to be specified by NPC, prospective catering service providers shall participate in the food tasting activity, which shall be handled by the NPC Food Committee created for the purpose;
- b. Prospective bidders shall provide a complete set-up presentation and shall provide the following menu for food tasting:

#### MENU

Snacks:

Suman sa Ibos

Ripe Mango

Coffee

Bottled water

Lunch:

Sinigang na Ulo ng Salmon

Beef Stew with Broccoli

Grilled Bangus with enseladang talong

Rice

Mini Turon

Cucumber juice

Bottled water

The prepared food must be enough for **five (5) persons** on the scheduled date and time of the Food Tasting Activity.

c. A Certificate of Satisfactory Compliance to the Food Tasting Activity will be issued by the NPC Food Tasting Committee for those catering services who will obtain an overall rating of 90% and shall be rated as "compliant" for this food tasting activity. d. The Food Tasting Criteria shall be as follows:

Particulars	% Weight
1. Taste	30 %
2. Freshness	25 %
3. Tenderness of meat dishes	15 %
4. Quantity per serving	30 %
TOTAL	100 %

The minimum passing score for the food tasting criteria is Ninety Percent (90%).

e. Only those that will pass the food tasting activity shall be allowed to submit their bid offer.

#### III. RESPONSIBILITIES/SERVICES TO BE PROVIDED BY NPC

- a. NPC shall notify the Catering service provider of the actual time, date and place of the meeting, the number of persons to be served and the proposed food menu at least three (3) days prior to the function;
- b. NPC shall provide appropriate/adequate space for the catering service to hold and prepare the meals before serving.

#### IV. DOCUMENTS TO BE SUBMITTED

The following documents (certified true copies) must be submitted together with the Bid / Price Quotation:

a. PhilGEPS Registration, whichever is applicable:

#### i. For Platinum Members:

 Valid and Updated Certificate of PhilGEPS Registration (This should include the attached "Annex A"). In case the Mayor's Permit in the said Annex "A" is expired, a valid/updated Mayor's Permit must also be submitted.

#### ii. For Red Members:

- Valid Mayor's Permit showing the expiry date
- PhilGEPS Registration Number ;
- b. Latest Income Tax Return (ITR)/ Business Tax Return stamped received by the BIR
- c. Required Additional Document:
  - Certificate of Satisfactory Compliance to the Food Tasting Requirement issued by the NPC Food Committee.
  - The catering service provider shall have a track record for at least two (2) years. For this purpose, similar project shall be for catering services for at least two (2) years prior to the bid opening date. Similar project shall mean a contract or engagement for the supply of food and snacks and/or catering services. The following supporting documents shall be submitted during bid opening:
  - (1) Purchase Order/Contract
  - (2) Certificate of Completion.
  - (3) Official Receipt/Sales Invoice
- d. Omnibus Sworn Statement (use attached form)

#### 2. Contract Duration

Contract Duration shall be One Year and shall commence upon the issuance of Notice to Proceed/PO and notification on the actual time, date and place of meeting from NPC.

TERMS OF REFERENCE (c/o RAA) NP-Small Value Procurement- 53.9 / PR NO. HO-CAG25-002 Page 4 of 6

#### 3. Delivery Point

Items shall be delivered at <u>National Power Corporation</u>, <u>NPC Head Office</u>, <u>Sen. Miriam Defensor Santiago Ave.</u>, <u>Diliman</u>, <u>Quezon City</u>. (The venue may be changed due to the schedule of activities of the ManCom members but is still within Quezon City area).

#### 4. Bid Submission

The Bidder shall submit their bids through their authorized representative or in the manner of submission as prescribed in the Request for Quotation (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 the date of bid submission.

#### 8. Eligibility Criteria

- 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 Quotation (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 do 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 is rated as "PASSED" during the Post-Qualification activity 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

- 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 shall cause the cancellation of the same and shall warrant the 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

Upon receipt of the complete documentary requirements, NPC shall pay the full amount due to the catering service provider within thirty (30) calendar days after the rendition of services.

#### 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. 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 shall 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.

Should there be infractions, the appropriate sanctions provided under Section 69 (Item 69.1) of The 2016 Revised IRR shall be imposed against the bidder.

#### 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 (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. HO-CAG25-002. I agree with the conditions of the TOR and offer the following supplies with specific description:

NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED	QTY	Number of Persons	Number of Meetings	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
Α	В	С	D	Е	F	G= D x E x F x C
1-2	One (1) year Supply of Catering Services for Management Committee Meetings for CY 2025	1 lot	20*	40*		
		TOTAL	BID PRIC	CE		

Note: \* These numbers are based on the usual requirement of the end-user for the entire year (as stated in the Scope of Services of the Terms of Reference)

Name and Signature of Authorized Re	epresentative
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.

#### Omnibus Sworn Statement (Revised)

REPUBLIC	OF THE	PHILIPPINI	ES)
CITY/MUNI	THE STREET, ST		iss.

#### **AFFIDAVIT**

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

#### 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

#### 2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

#### 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS	WHEREOF, I have	hereunto	set my ha	and this	dove		00	arriage.
<del>, , , , , , , , , , , , , , , , , , , </del>	_, Philippines.		227.1107.110		day o	***************************************	20	at

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]