



National Power Corporation
REQUEST FOR QUOTATION
(SMALL VALUE PROCUREMENT - 53.9)

30 AUGUST 2022

Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. **HO-TFM22-016** Ref. No. **SV220909 - RF00375** 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 11 SEPTEMBER 2022.**

The following documents must be submitted together with your quotation:

1. PhilGEPS Registration, whichever is applicable:

For Platinum Members:

2. 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 or Blue Members:

- a. Valid Mayor's Permit showing the expiry date
- b. PhilGEPS Registration Number;

Additional Documentary Requirements, if applicable:

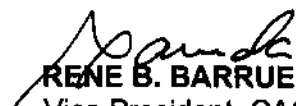
- ☒ Omnibus Sworn Statement (use attached Form) (For Total ABC of Above PhP 50,000);
- ☐ Latest Income Tax Return / Business Tax Return (For Total ABC of Above PhP 500,000);
- ☐ Professional License/Curriculum Vitae (for Consulting Services only);
- ☐ PCAB License (for INFRA Projects only);

The Warranty Period shall be: **One (1) Year.**

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. Rochelle S. Fajardo** at telephone no. **921-3541/** local no. **5776** / Fax No. **922-1622** with e-mail address at **rochelle.npc@gmail.com.**

Very truly yours,


RENE B. BARRUELA
Vice President, CAG and Chairman,
Bids and Awards Committee



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ID 910855255





Republic of the Philippines
NATIONAL POWER CORPORATION

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

1. **Scope of Works:** HO-TFM22-016 **Ref. No.** SLP220909 - RF 00375

Refilling of FM-200 at ITSD Computer Room 25lbs. FM Clean Agent

Item No.	DESCRIPTION	QTY.	ABC (PhP)
1	Refilling of FM-200 at ITSD Computer Room, 25lbs. FM Clean Agent	1 LOT	180,000.00
APPROVED BUDGET FOR THE CONTRACT:			<u>180,000.00</u>

Notes:

- Please see attached **End User's Technical Specifications**.
- Warranty shall be at least **one (1) year**.
- **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

2. Delivery Period

Delivery Period shall not be later than **30 CALENDAR DAYS** upon receipt of the Purchase Order / Notice to Proceed.

3. Delivery Point

Items shall be delivered at **NPC – 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.



NATIONAL POWER CORPORATION

**SPECIFICATION
ALTERNATIVE MODE OF PROCUREMENT
(NP-SMALL VALUE PROCUREMENT)**

I. GENERAL (Reference: PR No. HO-TFM22-016)

This specification covers the technical requirements for the furnishing of labor and tools for the **Refilling of the dispersed 25 lbs. FM-200 clean agent at ITSD Computer Room, NPC Head Office Main Building.**

The Contractor shall accept full responsibility for his workers as indicated in the Scope of Work which includes the following:

- a. Provide highly qualified and experienced technical personnel having expertise in operation of the system.
- b. Contractor shall strictly observe Safety and Security standards/precautions re-inspect serviced area and with proper coordination with TFMD authorized representative.
- c. Must secure certificate of Ocular Inspection from Transportation & Facilities Management Division (TFMD) office signed by the authorized representative.
- d. The contractor must have a refilling station within Metro Manila.

II. SCOPE OF WORKS. The following scope of work should be done on the components of the fire sprinkler system on a monthly basis:

1. Dismantling and hauling of the tank.
2. Check the cylinder valve assembly for physical defects.
3. Weight the cylinder/valve assembly to verify the quantity of agent in cylinder.
4. Ensure that no more than 10 PSIG (0.7 bar) of nitrogen is in cylinder before beginning fill procedures.
5. Connect Fm-200 fluid supply to the FM-200 cylinder valve.
6. Close all valves in the charging system.
7. Open the supply valves.
8. Start the pump then crack the vent valve until FM-200 fluid is present. Close vent valve and shut the pump off.
9. Position the cylinder and valve assembly actuation port protection cap in place and properly connected on a weigh scale. Record the weight from the scale. The empty weight of the cylinder and valve assembly must be stamped on the cylinder valve nameplate.
10. Remove Safety Cap and immediately connect the cylinder assembly into the charging system by assembling the recharge adapter with o-ring.
11. Re-installation of the refilled tank, testing and commissioning.

III. CONTRACT PERIOD AND LOCATION. The contract period for the refilling of clean agent (FM-200) liquefied gas at ITSD Computer Room, NPC Head Office, Diliman, QC

shall be thirty (30) Calendar days. The scope of works shall start upon receipt of Notice to Proceed.

IV. LIABILITY/INDEMNITY FOR LOSS AND/OR DAMAGES

Contractor shall be liable and shall indemnify NPC for any loss, damages or injury of NPC due to or arising from the fault, negligence, vandalism or other unlawful acts of its employees/workers.

NPC shall have the right to deduct from any money payable to the Contractor amount/s equivalent to any damage it may suffer or liability it may incur due to the fault or negligence of the latter's workers.

V. WARRANTY. The Contractor shall issue:

One (1) year Warranty Certificate on mechanical defects and services rendered during the contract period for NPC Head Office.

After the lapse of the warranty period and provided that there are no defects found, and/or pending service works, NPC shall release the warranty/acceptance certificate.

The Contractor hereby warrants that he/she or his/her representative has not offered or paid, directly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the Contractor will not subcontract any portion or portion of the scope of work of the Contract, awarded to him, to any official or employee of NPC and/or to the relatives within the 3rd degree of consanguinity or affinity of NPC officials who are directly and/or indirectly involved in the Contract.

VI. TERMS OF PAYMENT. Terms of payment shall be thirty (30) Calendar days upon completion of services, acceptance of the end-user and submission of complete documents/attachments.

VII. OTHER REQUIREMENTS TO BE SUBMITTED DURING THE BIDDING BY THE BIDDERS/CONTRACTORS:

- a. Timetable or schedule of works for the contract period.
- b. Membership Certificates from at least one of the following association/ organization:
 - b.1 Safety and Health Association of Philippine Energy Sector (SHAPES)
 - b.2 National Fire Protection Association (NFPA)
 - b.3 Safety Organization of the Philippines, Inc. (SOPI)
 - b.4 Certificate of Accreditation as Safety Practitioner from the Department of Labor and Employment (DOLE)

Approved by: _____

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 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 are deemed not to comply with the requirements of the tender shall be considered non-complying.

10. Post qualification

Submitted documents of the S/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).

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

--Remaining spaces intentionally left blank--

**SUPPLIER'S BID QUOTATION
(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-TFM22-016** 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				

Name and Signature of Authorized Representative _____

Date _____

Company Name _____

Contact Details _____

E-mail address _____

Notes:

-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.

-In using this form for this bidding, indicate the PR number to avoid confusion

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

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:**

4. 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;

5. [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
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[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 hand this ____ day of ____, 20__ at _____, Philippines.

[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]