



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

31 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-TFM24-053** Ref. No. SVP 241112 - RA 00516 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 AM of 12 November 2024**.

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 ;

2. Other documents: : Please refer to the attached TOR

3. 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: Please refer to the attached TOR

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- 9245-300 loc 5208 / Fax No.8- 922-1622 / email address: bcسد@napocor.gov.ph or mraalcancia@napocor.gov.ph.

Very truly yours,


ATTY. MELCHOR P. RIDULME
Chairman, Bids and Awards Committee





Republic of the Philippines
NATIONAL POWER CORPORATION

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

PR NO. HO-TFM24-053 / REF NO. SVP2411R - RA00516

Supply and delivery of Purified Drinking Water for One (1) Year

Item No.	DESCRIPTION	QTY.	ABC (PhP)
1 & 2	Supply and delivery of Purified Drinking Water for One (1) Year	1 LOT	468,000.00
<i>Please refer to the attached sheets consisting of three (3) pages for the complete Scope of Works marked as ANNEX "A"</i>			
TOTAL AMOUNT			468,000.00

Notes:

- **Mode of award** is on per lot basis.

APPROVED BUDGET FOR THE CONTRACT: PHP 468,000.00

2. Contract Duration

Contract duration shall be a ~~period of one (1) year reckoned from the~~ date stated in the Notice to Proceed (NTP).

3. Delivery Point

Items shall be delivered at **National Power Corporation, 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 Request for Quotation (RFQ).

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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

- 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 do not 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

- 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 shall cause the cancellation of the same and shall warrant the imposition of penalties as prescribed by law.

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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

NPC shall pay the CONTRACTOR within thirty (30) days from receipt of the complete supporting documents as required by NPC. Checks will be prepared for payment to the CONTRACTOR subject to existing taxes.

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-TFM24-053**. 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	QTY	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
1 & 2	Supply and delivery of Purified Drinking Water for One (1) Year	1 lot		
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.



National Power Corporation

TERMS OF REFERENCE/ SCOPE OF WORKS AND REQUIREMENTS FOR ONE (1) YEAR SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER AT NPC HEAD OFFICE.

General:

This specification covers the terms of reference for the **One (1) year contract for the Maintenance Service of Supply and Delivery of Purified Drinking Water at NPC Head Office, Diliman Quezon City**. The Approved budget Contract (ABC) is **Four Hundred Sixty-Eight Thousand (₱ 468,000.00)**, inclusive of all applicable taxes.

During the one (1) year contract period, the Supplier shall ensure the continuous provision of purified drinking water at NPC Main Building with provision of top load floor standing hot and cold-water dispensers.

The bidder must be in the business for at least one (1) year and shall submit the following documents during bid/proposal during evaluation:

- Updated Business Certificate/Permit under the name of the bidder
- Authority of distributorship of franchise/dealership (if the supplier is a broker/middleman/distributor)
- Updated laboratory results for the mandatory physiochemical parameters and microbiological analysis from DOH-Accredited Laboratory for Drinking Water Analysis.
- Copy of valid DOH Accreditation of the Laboratory for Drinking Water Analysis
- Preventive Maintenance Checklist and Schedule for One (1) Year

Scope of Work:

The contractor shall provide the following services:

- The Supplier shall deliver a total of twelve thousand four hundred eighty (12,480) containers of purified drinking water during the one (1) year contract period. The specified quantity is indicative and for bidding purposes only. NPC shall provide the actual quantity and weekly delivery requirements during contract implementation.
- An initial delivery of one hundred twenty (120) containers of Purified Drinking Water will be provided by the supplier at the start of the contract. Afterwards, an average of one hundred twenty (120) containers will be delivered weekly and will vary on the actual consumption on-site during contract implementation upon the request of the end-user.

[Handwritten signature] *[Handwritten signature]*

- The purified water must be clear and does not have objectionable taste, odor and color. It must be pleasant to drink and free from all harmful organisms and chemical substances which could constitute a hazard to health.
- The supplier shall submit the required Microbiological and Physiochemical laboratory results as stated in the Philippine National Standards for Drinking Water (PNSDW) of 2017 prior to the start of the contract and a regular monthly test result of Microbiological analysis. In the event where the result of Physicochemical analysis expires based on the semi-annual PNSDW requirement during the implementation of the contract, the supplier shall submit an updated laboratory result to the end-user.
- The contractor shall deliver the containers directly to the designated storage areas inside the NPC Head Office building which will be coordinated with the General Services Department.
- In the event where the NPC Head Office is relocated to another location, the contractor shall change the place of delivery without any additional fee.
- The container must be round, high quality made of 100% safe polycarbonate food-grade plastic of better and at least 5 gallons of purified drinking water. All water containers should be thoroughly cleaned and sanitized. It should be sealed and capped.
- Deployment of forty (40) brand new, top load floor standing hot and cold-water dispensers at no additional cost to NPC.
- Provision for monthly regular maintenance, which includes, but not limited to, the cleaning, maintenance, and check-up of the deployed hot and cold- water dispenser.
- Delivery Schedule shall be scheduled during weekdays from 7:00am to 5:00pm.

Water Quality Sampling and Analysis

NPC shall facilitate the conduct of on-site quarterly random Microbiological analysis by a DOH-Accredited Laboratory for Drinking Water Analysis on at least 10% of the deployed water dispensers. Water sampling shall be witnessed by the supplier and the cost for the random microbiological analysis will be shouldered by NPC. The contractor shall be notified two (2) working days prior to the conduct of sampling.

Contract Period and Location

The contract period shall be one (1) year reckoned from the date stated in the Notice to proceed.

The place of delivery shall be at Gabriel Y. Itchon Building Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City 1100, Philippines. However, the end user may change the place of delivery during the implementation of the contract without any additional fee.

Handwritten signatures:

Guarantee

The contractor agrees to repair any water dispenser that was reported defective within 24 hours upon receipt of notice.

Replacement units shall be provided by the contractor for the defective water dispenser that is beyond repair. The contractor shall not impose any additional charges for defective containers and/or dispensers.

Contractor's Performance

The end-user shall rate the Contractor's performance every quarter using the Form - NPC-007.F01, Monitoring Sheet for Externally Provided Processes/Services (ANNEX A). A percentage lower than 85% for two (2) consecutive quarters shall be a ground for contract termination.

Payment

Payment for the supply and delivery of purified drinking water to be undertaken by the Contractor for a one (1) year contract is inclusive of VAT and shall be made on twelve (12) monthly payments based on the actual number of containers delivered. Monthly payments shall be made at every end of the month and after the submission of the following pertinent documents:

1. Sales Invoice (based on the actual number of bottles delivered)
2. Delivery Receipts
3. Monthly maintenance report of water dispensers
4. Copy of the monthly Microbiological Laboratory Results
5. Copy of the latest Physiochemical Laboratory Results
Copy of valid DOH Accreditation of the Laboratory for Drinking Water Analysis

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]