



27 September 2019

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**SUBJECT : Invitation to Submit Proposal for the Procurement of Pest Control Services including Provision of Necessary Materials and Equipment for the Bagac Property Hotel, Guesthouses and Other Buildings/Facilities at Bagac Property in Bagac, Bataan (Project Reference No. 2019-NP-SVP-BP-PCS-048-01)**

Dear \_\_\_\_\_:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is procuring **Pest Control Services including Provision of Necessary Materials and Equipment for the Bagac Property Hotel, Guesthouses and Other Buildings/Facilities at Bagac Property** with an Approved Budget for the Contract (ABC) in the amount of **FIFTY-FIVE THOUSAND PESOS (Php55,000.00)**, inclusive of delivery costs and all applicable taxes.

In this regard, may we invite your company to submit a proposal for this project based on the requirements set forth in the *Terms of Reference* (Annex A), and the *Detailed Bid Price Schedule* (Annex B).

Your proposal should include certified true copies of the following documents:

1	Certification of PhilGEPS Registration/PhilGEPS Registration Number <sup>1</sup>
2	Current and valid business permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
3	Latest income tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)  Latest Annual Income Tax Return (ITR) shall refer to the ITR for the year <b>2018</b> filed in <b>2019</b> . For new establishments which have no annual ITR yet, it shall refer to the most recent quarter's ITR. Further, for areas where e-filing is yet to be implemented, a Certification to that effect from BIR main office is acceptable.

<sup>1</sup> Note: Only PhilGEPS registration number (Red Membership) is required for this project and not necessarily Platinum membership

4	Latest Business Tax Return refers to the following, whichever is applicable:		
	a) Value Added Tax (VAT) - BIR Form No. 2550 covering the: i. latest quarter; and ii. latest month prior to the bid opening.	and/ or	b) Quarterly Percentage Tax Returns BIR Form No. 2551
Bidders filing both VAT and Percentage Tax Returns must submit both returns.			
5	Notarized Omnibus Sworn Statement (Annex C)		

The signed copy of Detailed Bid Price (Schedule A) shall also be submitted as part of your proposal.

The Bidder with the Lowest Calculated Quotation shall submit certified true copies of the above documents during post-qualification together with its latest Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). Provisionary Tax clearance is not acceptable under GPPB Resolution No. 1-2014.

As a rule, please be informed that PSALM reserves the right to accept or reject proposal, and/or annul this procurement, at any time prior to contract award, without incurring liability. Further, PSALM will not be responsible for any costs or expenses encountered by your company in the preparation of your proposal.

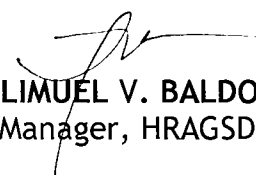
Kindly deliver your sealed proposal to the undersigned, at the PSALM Office, 24<sup>th</sup> Floor Vertis North Corporate Center 1, Astra corner Lux Drives, North Avenue, 1105 Quezon City on or before **11:30 AM, 07 October 2019**. Thereafter, proposals will be opened at **12:00 PM**, of the same day and venue, in the presence of your authorized representative/s who may wish to attend the same.

For further information, please refer to:

**THE MANAGER**

Human Resource Administration & General Services Department (HRAGSD)  
Power Sector Assets and Liabilities Management Corporation  
24<sup>th</sup> Floor Vertis North Corporate Center 1, Astra cor. Lux Drives,  
North Avenue, 1105 Quezon City  
Telephone No.: (02) 902-9094 / (02) 248-4861  
e-mail: [lvbaldoza@psalm.gov.ph](mailto:lvbaldoza@psalm.gov.ph) / [BACSec2019@psalm.gov.ph](mailto:BACSec2019@psalm.gov.ph)

Very truly yours,

  
**LIMUEL V. BALDOZA**  
Manager, HRAGSD

## **Annex “A”**

### **TERMS OF REFERENCE (TOR)**

#### **Procurement of Pest Control Services including Provision of Necessary Materials and Equipment for the Bagac Property Hotel, Guesthouses and Other Buildings/Facilities at Bagac Property in Bagac, Bataan (Project Reference No. 2019-NP-SVP-BP-PCS-048-01)**

##### **I. Approved Budget for the Contract**

The supplier shall bid for all items described in this Terms of Reference, which shall not exceed the Approved Budget for Contract (ABC) in the amount of **FIFTY-FIVE THOUSAND PESOS (PhP55,000.00)**, inclusive of delivery costs and all applicable taxes.

##### **II. Scope of Service**

The Supplier must provide the labor, tools, materials, equipment and chemicals for the general pest control at the Bagac Property to include Hotel, 25 Guesthouses, Admin Bldg., Property Office and warehouses and BFP/Security Office.

##### **III. General Requirements**

1. The Supplier must conduct ocular inspection of the areas where the pest control activities will be done and secure certificate of ocular inspection from the Facility Operation and Maintenance Supervisor of the Bagac Property.
2. The Supplier must be a licensed examiner/fumigator/pest applicator by the Fertilizer and Pesticide Authority (FPA).
3. The Supplier must indicate in their offer the type of pest control activity that needs to be undertaken on a specific location (e.g. hotel, guest house) including the quantity/volume of chemicals to be used for every pest control treatment.
4. The pest control activity shall cover the months of October to December 2019.
5. The Supplier shall conduct the pest control activity within ten (10) days upon receipt of the Notice to Proceed.
6. The Supplier shall bring with them the required materials during the conduct of the pest control activity.
7. The Supplier shall strictly observe all safety and security rules and regulations of the Bagac Property.

8. Pest Control activities shall be allowed only from 8:00 AM to 5:00 PM Monday to Friday. If contractor intends to work beyond 5:00 PM and during weekends, authorization must be secured from the Facility Operation and Maintenance Supervisor of the Bagac Property.

#### **IV. Mode of Procurement**

The mode of Procurement shall be Negotiated Procurement - Small Value Procurement as provided under Section 53.9 of the 2016 Revised Implementing Rules and Regulations (IRR) of the Republic Act (RA) No. 9184, otherwise known as the Government Procurement Reform Act.

#### **V. General Conditions of the Contract**

- A. The proposal shall be duly signed by the supplier/dealer or its authorized representative.
- B. The Supplier shall be held liable for the effect or consequence of supplying Goods which do not meet the specifications under Item III upon PSALM's inspection (wrong Goods), including the resulting consequences for the delay in delivery. The Supplier shall be liable to pay for any provisional relief that PSALM may opt to secure until the replacement of the required Goods is made.

The replacement of wrong Goods shall be: (a) at no cost to PSALM; and, (b) made within ten (10) days from the date of inspection unless PSALM should be determine otherwise.

The Supplier shall hold PSALM free and harmless from any claim, damage, obligation, liability or injury caused to a third party resulting from the act, omission, fault or negligence of the Supplier, its officers, personnel, agents or representatives in relation to the implementation of this Contract.

If any stipulation, term or condition of this Contract is held invalid by competent authority, the validity of other stipulations, terms and conditions shall not be affected and shall remain valid and binding upon the parties.

The Parties represent that they have the requisite power, authority and capacity to enter into this Contract, to perform their obligations under, and to comply with all its terms and conditions.

- C. The Supplier warrants that: (a) the Goods supplied under this Contract are new, unused, and comply with all PPSALM's requirements; (b) there is no defect arising from the design, workmanship or from Supplier's act or omission; and, (c) they are reliable and safe.
- D. Incidental Charges and Services. The cost of transportation and other costs incidental to the delivery of goods shall be on the account of the supplier.

- E. Liquidated Damages. Pursuant to Section 68 of the 2016 Revised IRR of RA 9184, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion 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 available under the circumstances.
- F. Force Majeure. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a force majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.

- G. Termination. The following shall be grounds for termination: (a) that the Supplier's failure to deliver the required materials or to remedy any defect in its delivery; (b) that PSALM shall be entitled to Liquidated Damages under Item V (E) of the TOR and/or other resultant costs; and (c) the procedure by such termination shall be implemented.

## VI. Payment Scheme

Payment shall be made by PSALM within thirty (30) days from receipt of the following documents, but not limited to, and upon issuance of Certificate of Inspection and Acceptance by the Bagac Property Administrator duly noted by the Administration and General Services Division Manager:

1. List of materials used during the pest control activity;
2. Delivery receipt of the materials duly received by the Facility Operation and Maintenance Supervisor of the Bagac Property;
3. Service Invoice duly noted by the Bagac Property Administrator; and
4. Report on the actual conduct of the pest control activity including areas covered.

**ANNEX "B"**

**Bids and Awards Committee**

Republic of the Philippines  
Power Sector Assets and Liabilities Management Corporation

**DETAILED BID PRICE SCHEDULE**

Date: \_\_\_\_\_

**Project:** Procurement of Pest Control Services including Provision of Necessary Materials and Equipment for the Bagac Property Hotel, Guesthouses and Other Buildings/Facilities at Bagac Property in Bagac, Bataan

**Code:** Project Reference No. 2019-NP-SVP-BP-PCS-048-01

**Contractor's Name/Address/Tel. No.:**

\_\_\_\_\_

After having carefully read, examined and accepted the terms and conditions in the Terms of Reference for the **Project Reference No. 2019-NP-SVP-BP-PCS-048-01**, I/we submit our quotation/s on the item/s as follows:

**Total Bid Price (PhP) for the Project (inclusive of delivery costs and all applicable taxes.)**

**Total Cost: PhP**

\_\_\_\_\_

**12% VAT:**

\_\_\_\_\_

**Total Bid Price  
In Figures: PhP**

\_\_\_\_\_

**Total Bid Price  
In Words:**

\_\_\_\_\_

**Note:**

1. Total Bid/Quoted Price must be valid for a period of Thirty (30) calendar days from the date of the submission of the quotation.
2. The Total Bid/Quoted Price shall not exceed with the Approved Budget for the Contract inclusive of VAT.

\_\_\_\_\_  
Signature Over Printed Name of Contractor/  
Authorized Representative

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX "C"

### Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

I, \_\_\_\_\_ 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. I am the duly authorized and designated representative of (Name of Bidder) with office address at (address of Bidder);
2. 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;
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. 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;
8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*; and
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.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
*Bidder's Representative/ Authorized Signatory*

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;

Series of 2019.