



24 October 2019

SUBJECT : Invitation to Submit Proposal for the Procurement of Supply and Delivery of Laboratory Supplies - Chemicals for the Water Treatment and Maintenance of Swimming Pools at Bagac Property in Bagac, Bataan (Project Reference No. 2019-NP-SVP-BP-LSC-045-02)

Dear _____:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is procuring **Laboratory Supplies - Chemicals for the Water Treatment and Maintenance of Swimming Pools at Bagac Property** with an Approved Budget for the Contract (ABC) in the amount of **ONE HUNDRED TEN THOUSAND PESOS (Php110,000.00)**, 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 ¹
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 2018 filed in 2019 . 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.

¹ 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, 24th Floor Vertis North Corporate Center 1, Astra corner Lux Drives, North Avenue, 1105 Quezon City on or before **10:00AM 28 October 2019**. Thereafter, proposals will be opened at **10:30AM**, 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
24th Floor Vertis North Corporate Center 1, Astra cor. Lux Drives,
North Avenue, 1105 Quezon City
Telephone No.: (02)7902-9094 / (02)8248-4861
e-mail: lvbaldoza@psalm.gov.ph / BACSec2019@psalm.gov.ph

Very truly yours,


LIMUEL V. BALDOZA
Manager, HRAGSD

Annex "A"

TERMS OF REFERENCE (TOR)

Procurement of Supply and Delivery of Laboratory Supplies - Chemicals for the Water Treatment and Maintenance of Swimming Pools at Bagac Property in Bagac, Bataan (Project Reference No. 2019-NP-SVP-BP-LSC-045-02)

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 **ONE HUNDRED TEN THOUSAND PESOS (PhP110,000.00)**, inclusive of delivery costs and all applicable taxes.

II. Scope of Service

The Supplier must supply the chemicals as specified in Item III of the TOR for the water treatment of swimming pools at Bagac Property.

III. General Requirements

New stock

Item No.	Description/Specification	Qty	Unit of Measure
1	Calcium Hypochlorite, in granular form, 70% available chlorine, 45 kgs/drum, with expiration date at least two (2) years from the date of delivery.	14	drum

The required supplies shall be delivered to Bagac Property, Brgy. Bagumbayan, Bagac, Bataan.

The delivery period shall be within ten (10) days after the date the Notice to Proceed is received. The delivered Goods shall be inspected to ensure that they meet the specifications under the TOR. If any of the Goods does not meet the required specifications, the Supplier shall replace them under Item V (B) of the TOR.

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 of the Republic Act 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 complete documents supporting the delivery and upon issuance of Certificate of Inspection and Acceptance by the Bagac Property Administrator duly noted by the Administration and General Services Division Manager.

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 Supply and Delivery of Laboratory Supplies - Chemicals for the Water Treatment and Maintenance of Swimming Pools at Bagac Property in Bagac, Bataan

Code: Project Reference No. 2019-NP-SVP-BP-LSC-045-02

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-LSC-045-02, I/we submit our quotation/s on the item/s as follows:

Item No.	Description/Specification	Qty	Unit of Measure	Unit Cost (PhP)	Total Cost (PhP)
1	Calcium Hypochlorite, in granular form, 70% available chlorine, 45 kgs/drum, with expiration date at least two (2) years from the date of delivery.	14	drum		

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

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.