

15 June 2020

SUBJECT : Invitation to Submit Proposal for the Procurement of Services of DENR-EMB Recognized/Registered PCB Laboratory to Perform Oil Sampling and Analysis of Polychlorinated Biphenyls (PCBs) of Six (6) units of Unserviceable Transformers (Project Reference No. 2020-SVP-DENR-EMB-028-02)

Dear _____:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is procuring the services of qualified service providers to undertake Sampling and Analysis of Transformer Oil from Five (5) units of Unserviceable Transformers stored at Ligao Stockyard, Ligao City, Albay and One (1) unit Unserviceable Transformer located at BacMan Ormat-Basecamp Area, Tublijon, Sorsogon for CY 2020 with an Approved Budget for the Contract (ABC) in the amount of One Hundred Three Thousand Five Hundred Pesos (Php103,500.00), inclusive of VAT.

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

Your proposal shall include copies of the following documents:

1	Certification of PhilGEPS Registration or 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, or the equivalent document in case of foreign bidders. In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal for CY 2020. Provided, that the renewed permit shall be submitted as a post-qualification requirement.
3	Latest income tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).

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

	<p>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.</p>		
4	<p>Latest Business Tax Return refers to the following, whichever is applicable:</p>		
	<p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the: i. latest quarter (2550Q); AND ii. latest month (2550M) prior to the bid opening.</p>	and/or	<p>b) Quarterly Percentage Tax Returns BIR Form No. 2551</p>
	<p>Bidders filing both VAT and Percentage Tax Returns must submit both returns, or the equivalent documents in case of foreign bidders.</p>		
5	<p>Notarized Omnibus Sworn Statement (Annex C). The Omnibus Sworn Statement must be accompanied by a duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable, stating that the signatory is the duly authorized representative of the prospective bidder, and 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.</p> <p>In view of the Community Quarantine, Unnotarized Omnibus Sworn Statement shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after the award of contract but before payment.</p>		
6	<p>Current and updated Certificate as Environmental Management Bureau (EMB) Registered Polychlorinated Biphenyls (PCBs) Laboratory (per DENR-EMB M.C. No. 2014-007),</p> <p>or:</p> <p>Current and updated Certificate of Recognition issued by the Department of Environment and Natural Resources (DENR) that the Laboratory is analyzing presence of PCB in Transformer Oil and Waste Oil (per DENR Administrative Order No. 98-63).</p>		
7	<p>Detailed Bid Price Schedule (Annex B) / Total Bid Price in Figures (PhP)</p>		

In addition, the Bidder shall submit the following documents during post-qualification:

1. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, charter for government entity, or any proof of such registration.

2. 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 GPBB Resolution No. 1-2014.
3. Certified True Copies of the required documents submitted together with the proposal.

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.

The Invitation to Submit Proposal may be downloaded free of charge from the websites of the Philippine Government Electronic Procurement System (PhilGEPS) (<https://www.philgeps.gov.ph>) and the PSALM (<https://www.psalm.gov.ph>), provided that Bidder shall pay the applicable fee of **Five Hundred Pesos (PhP500.00)** not later than the submission of proposals.

Kindly submit your proposal in electronic form (PDF with complete attachments) to the email address: bid.submission@psalm.gov.ph on or before **10:45 AM, 22 June 2020**. Thereafter, proposals will be opened at **11:00 AM** on the same date through video conferencing/webcasting via Zoom Cloud Meetings. The BAC Secretariat will send the meeting ID to the bidder/s prior to the opening of proposals.

For the guidance and information of all concerned.



MARIA ILYN G. ALBITO
Chairperson
BIDS AND AWARDS COMMITTEE

ANNEX “A”

TERMS OF REFERENCE

Procurement of Services of DENR-EMB Recognized/Registered PCB Laboratory to Perform Oil Sampling and Analysis of Polychlorinated Biphenyls (PCBs) of Six (6) units of Unserviceable Transformers (Project Reference No. 2020-SVP-DENR-EMB-028-02)

1. General Scope of Works

- 1.1 Collect/draw oil samples from the identified five (5) units of transformers stored at Ligao Stockyard, Ligao City, Albay and one (1) unit of transformer located at BacMan Ormat-Basecamp Area, Tublijon, Sorsogon:

Item No.	No. of Transformer	Description	Status	Location
1	5	TRANSFORMERS - MODEL #7.009.35.605. 0 SER# L-31/8”, W-23 ½” H-220”, and SIZE IS H-33 ½”, L-15”, W-13”	Unserviceable	Ligao Stockyard
2	1	TRANSFORMER - GS HEVI - DUTY ELECTRIC, approx.. 9.5KVA, 69/13.8KV	Unserviceable	BacMan-Ormat-Basecamp Area
TOTAL	6			

- 1.2 Test/Analyze samples adopting the US EPA 8082 for the analyses of polychlorinated biphenyls (PCBs) using Gas Chromatograph with Electron Capture Detector (GC-ECD).

If the result of the PCB analysis is “Not Detected” (ND) or the sample does not conform to a known Aroclor mixture, then it shall be analyzed again for further testing to determine the possible presence of any of the nineteen (19) individual PCB congeners.

2. Responsibilities of the Contractor

- 2.1 The CONTRACTOR's scope of work shall be to perform the actual oil sampling from transformers including the opening and closing of its gate valve before and after getting samples on the said equipment, and to conduct the corresponding required PCB analysis.
- 2.2 The CONTRACTOR shall provide all necessary manpower and materials/supplies needed in the sampling and testing activities.
- 2.3 For preventive measure, the CONTRACTOR's personnel must use proper personal protective equipment (PPEs) such as safety shoes, gloves, goggles, and face mask during sampling per plant's safety program.
- 2.4 The CONTRACTOR shall undertake clean-up and decontamination in case of oil spills during sampling.
- 2.5 Results of Testing/Analysis Report shall be submitted/delivered to:

MR. EDGAR C. CABRERA
Acting Manager
Asset Privatization Department II
Power Sector Assets and Liabilities Management Corporation
24th Floor Vertis North Corporate Center 1
Astra corner Lux Drives, North Avenue
1105 Quezon City
- 2.6 The CONTRACTOR shall hold PSALM free and unharmed from all suits, and from any third party claims resulting from improper handling of the hazardous waste, or violation of any national and/or local laws and/or regulations.
- 2.7 The CONTRACTOR shall be solely responsible and liable for all damages and/or accidents, including environmental damages, resulting from this Contract and shall hold PSALM free and harmless from suit.
- 2.8 The CONTRACTOR hereby binds itself to pay its employees in accordance with the provisions of the New Labor Code and other laws and/or decrees applicable hereto.
- 2.9 The CONTRACTOR shall solely be responsible for the payment of all indemnities to its employees or workers, which may arise, under existing laws and shall comply with the provisions of all other Philippine laws relative to its employees or workers. It is understood that there is no employer and employee relationship between PSALM and the CONTRACTOR, or its employees. PSALM shall not be responsible and liable to the CONTRACTOR and/or personnel in case of accidents.
- 2.10 The CONTRACTOR must conduct site inspection of the area and location of the transformers for sampling activities.

2.11 The CONTRACTOR, in addition to its responsibilities, shall submit a detailed program of work schedule prior to implementation indicating the timeline of each required activities (i.e. sampling, analysis and the results of analysis) for all samples.

3. Responsibilities of PSALM

The PSALM, through its Pollution Control Officer (PCO), shall supervise the works of the CONTRACTOR ensure that they strictly comply with the requirements of the Contract.

4. Contract Duration

The Contract duration is forty-five (45) calendar days from Contract effectivity as specified in the Notice to Proceed. The Contract period is inclusive of three to five (3-5) working days of sampling duration.

5. Work Safety and Working Hours

5.1 The CONTRACTOR shall strictly observe all safety and security rules and regulations of the Ligao Stockyard and BGI-EDC management.

5.2 Sampling activities at the Ligao Stockyard, shall be allowed only from 8:00 AM to 5:00 PM, Mondays to Fridays only as well as in BGI/EDC with proper coordination with its management.

5.3 The Supplier hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to PSALM's employees or property or third person due to the Supplier's employees fault or negligence, and further binds itself to hold PSALM free and harmless from any such of injury or damage. PSALM shall not be responsible for any injury, loss or damage which the Supplier or any of its employees may sustain in the performance of Supplier's obligations under this contract.

6. Payment Terms

The payment shall be made within thirty (30) to forty-five (45) days upon submission of all test results and issuance of the billing statements by the CONTRACTOR and the corresponding certificate of final acceptance duly signed by PSALM.

7. Force Majeure

7.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in the performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

- 7.2 For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a *force majeure* or fortuitous event shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other causes the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Force majeure events may include, but not limited to, acts of the PSALM in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 7.3 If a *force majeure* situation arises, the Contractor shall promptly notify the PSALM in writing of such condition and the cause thereof. Unless otherwise directed by the PSALM in writing, the Contractor 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*.

8. Performance Security

To guarantee the faithful performance by the winning CONTRACTOR of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank;	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

Failure of the successful CONTRACTOR to comply with the abovementioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh

period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the Highest Responsive Rated Bid is identified and selected for recommendation of contract award. However, if no CONTRACTOR had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

In addition, Per GPPB Resolution No. 09-2020, Performance Securing Declaration (PSD) [Annex "D"] shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract.

An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form as stated above.

Lastly, PSALM may require the winning CONTRACTOR to replace the submitted PSD with a performance security in any of the prescribed form under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.

9. Liquidated Damages

Failure to comply with the terms and conditions of the Contract shall be subject to liquidated damages at least equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the maximum is reached, PSALM may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

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Detailed Bid Price Schedule

Date: _____

Project: Procurement of Services of DENR-EMB Recognized/Registered PCB Laboratory to Perform Oil Sampling and Analysis of Polychlorinated Biphenyls (PCBs) of Six (6) units of Unserviceable Transformers

Code: Project Reference No. 2020-SVP-_____

Date of Submission: _____

Time of Submission: _____

(Bidder Name/Address/Tel. No.)

After having carefully read and accepted the terms and conditions in the Terms of Reference for the **Procurement of Services of DENR-EMB Recognized/Registered PCB Laboratory to Perform Oil Sampling and Analysis of Polychlorinated Biphenyls (PCBs) of Six (6) units of Unserviceable Transformers**, I/we quote you on the item at prices noted below:

Item Description	Unit	Quantity
Procurement of Services of DENR-EMB Recognized/Registered PCB Laboratory to Perform Oil Sampling and Analysis of Polychlorinated Biphenyls (PCBs) of Six (6) units of Unserviceable Transformers.	lot	1

Bid Price (PhP)

In figure _____

Add: 12% VAT

Total Bid Price (PhP)

In figure _____

Total Bid Price (PhP)

In words _____

Note: Total Bid Price shall not exceed the Approved Budget for the Contract

**Signature Over Printed Name of Supplier/
 Authorized Representative**

Position: _____

Date: _____

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

Omnibus Sworn Statement

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 and/or to represent the (*Name of bidder*) in the bidding as shown in the attached [*state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)*];
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 ___, 20__ at _____, Philippines.

Bidder's Representative/ Authorized Signatory

SUBSCRIBED AND SWORN TO before me this ___ day of _____ 20__, Philippines.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2020.

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

X-----X

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert **NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE**]

[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines.

[Select one of the two following paragraphs and delete the other]

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 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 2020.