



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

17 May 2023

Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. HO-WIT23-009 Ref. No. SV230329-RA00147 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 24 May 2023.

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:

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

3. Other documents: Please refer to the attached Terms of Reference

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;
- Professional License/Curriculum Vitae;
- PCAB License (for INFRA Projects only);

The Warranty Period shall be: n/a

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. 8921-3541/ local no. 5208 / Fax No. 922-1622 with e-mail address at mraalcancia@napocor.gov.ph.

Very truly yours,


RENE B. BARRUELA

Vice President, Corporate Affairs Group and
Chairman, Bids and Awards Committee





Republic of the Philippines
NATIONAL POWER CORPORATION

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

1. **Scope of Works:** PR NO. HO-WIT23-009/ REF NO. SVP230 529 - RA00197

SERVICES: THIRD-PARTY APPRAISER FOR CALAPAN DIESEL POWER PLANT IN PREPARATION FOR ITS SALE/DISPOSAL

Item No.	DESCRIPTION	QTY.	ABC (PhP)
1	SERVICES: THIRD-PARTY APPRAISER FOR CALAPAN DIESEL POWER PLANT IN PREPARATION FOR ITS SALE/DISPOSAL	1 LOT	300,000.00
TOTAL AMOUNT			300,000.00
Notes: - See attached <u>additional terms of reference</u> for other requirements (4 pages).			
Documents to be submitted with the bid supporting Clause 4.2 of the additional Terms of Reference:			
(1) Purchase Order or Contract			
(2) Certificate of Acceptance; or Certificate of Completion; or Official Receipt; or Sales Invoice			

APPROVED BUDGET FOR THE CONTRACT: PhP 300,000.00

2. Delivery Period

- 2.1 The Appraiser's engagement shall commence upon receipt of the Notice to Proceed. The delivery period of the appraisal reports shall be as follows:
- 2.1.1 Initial report: within thirty (30) calendar days after the receipt of Notice to Proceed
 - 2.1.2 Final Report: within ten (10) calendar days after NPC has provided its comments on the initial reports.

3. Delivery Point

Items shall be delivered at **NPC – Office of the Vice President, Corporate Affairs Group, 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).

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 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 Bid (LCB).

9. Detailed Evaluation and Comparison of Bids

The LCB 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 LCB shall be subjected to post qualification evaluation.

The bid that PASSED the Post-Qualification shall be declared as the Single /Lowest Calculated Responsive Bid (S/LCRB).

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. 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).

16. 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).

17. Disclosure of Relations

The bidder shall comply with the provisions of Section 47 of RA 9184 and its revised IRR re: disclosure of relations.

18. Administrative Sanctions

Bidder shall likewise be imposed the rules as stated in section 69 (Imposition of administrative penalties) should there be infractions committed.

19. 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.

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**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. **HO-WIT23-009**. 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)
1	SERVICES: THIRD-PARTY APPRAISER FOR CALAPAN DIESEL POWER PLANT IN PREPARATION FOR ITS SALE/DISPOSAL	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.

THIRD-PARTY APPRAISER FOR CALAPAN DIESEL POWER PLANT IN PREPARATION FOR ITS SALE/DISPOSAL

TERMS OF REFERENCE

1.0 BACKGROUND INFORMATION

- 1.1 In line with the sale/disposal of real estate assets, it is incumbent upon NPC to secure an opinion of Market Value (MV) and Market Rental Value (MRV) of the subject real estate assets from reliable, competent and professionally regulated third-party appraiser (the "Appraiser") to serve as reference in its proper disposition.
- 1.2 In arriving at the MV and MRV, the Appraiser must use valuation procedures in accordance with the International Valuation Standards (IVS) and the Philippine Valuation Standards (PVS). These standards represent accepted or best practices in the valuation profession. Likewise, in arriving at an opinion of value, the Appraiser shall consider the following factors:
 - 1.2.1 extent, character, and utility of the property
 - 1.2.2 physical condition and characteristics (i.e. topography, terrain, elevation) of the property
 - 1.2.3 conditions in the locality/community in which the property is located (i.e. off-site improvements, utilities, community facilities, etc.), preferably within a 1-kilometer radius from the property's location
 - 1.2.4 comparable properties which have been sold recently and/or current asking prices of similarly used property in the market. The comparable properties should be verifiable and should contain the complete address and location
 - 1.2.5 zoning and current land use in the locality and zonal value of the property being appraised as certified by the relevant BIR RDO
 - 1.2.6 Highest And Best Use (HABU) of the property being appraised, and
 - 1.2.7 for improvements, the cost of reproduction, replacement cost of the replaceable property in accordance with current market prices.

2.0 OBJECTIVES

The objective of this external appraisal is to establish an Opinion of Market Value and Market Rental Value of the subject properties described in Item No. 3 below using valuation procedures in accordance with IVS and PVS, also known as the Generally Accepted Valuation Procedures (GAVP).

3.0 SCOPE OF WORKS

The scope of work of the Appraiser shall cover the determination of MV and MRV of the following leased properties, particularly described as follows:

ITEM No.	ITEM	DESCRIPTION	LOCATION
1	Plant and Other Structures	Powerhouse and other structures, generating units, and equipment	Barangay Sta. Isabel, Calapan, Oriental Mindoro
2	Land	6,446 square meter portion of land	

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The appraisal shall be on an "as-is, where-is" basis, i.e. the appraisal shall contemplate the actual condition/situation of the properties as of Effective Date of appraisal that will materially affect the value of the properties, such as but not limited to the following:

- a. Possessory rights to the property
- b. Presence of informal settlers and its possible relocation cost, disturbance fees, etc.
- c. Encroachments or structures
- d. Existence of encumbrance
- e. Right-of-way and easements or absence thereof and any obstructions that would affect access to and from the property; and
- f. Other conditions that may have a material effect on the value of property.

In the undertaking of appraisal, the Appraiser shall:

- 3.1 Conduct an ocular inspection and site investigation of the physical condition and characteristics of the properties subject of appraisal, to include/record the following:
 - 3.1.1 Property location and identification
 - 3.1.2 Landmarks and distance from thoroughfare
 - 3.1.3 Tenants, occupants or statement of no findings, if not present/applicable
 - 3.1.4 Actual pictures of the property, taken at different angles, specifying the date the picture was taken
 - 3.1.5 Sources of data i.e. comparable properties which have been sold recently and/or currently for sale/listings. The comparable properties should be verifiable, and the Appraiser shall provide sources of information of the comparable property (i.e. location, name, address and contact information of seller) and pictures of the comparable properties
 - 3.1.6 Updated lot location plan and vicinity map. The location plan/vicinity map should show the subject property and the comparable properties and its relative distance from the subject property. Further, the location plan/vicinity map should also contain the location and distances of landmarks and public facilities and institutions such as but not limited to schools, churches, parks, transport terminals and others, and
 - 3.1.7 Other references used in arriving at an opinion of market value.
- 3.2 Conduct an inspection of all improvements (if any), to determine the floor area, number of rooms, nature, make or type, materials used, remaining economic life, extent, and condition of existing improvements.
- 3.3 Conduct a survey/investigation on the immediate neighborhood of the subject property to record:
 - 3.3.1 Compliance with the official zoning and land use
 - 3.3.2 Land development
 - 3.3.3 Availability of public transport and utilities, such as, water, power, gas, telecommunication, sanitation and transportation
 - 3.3.4 Nature and condition of public thoroughfares; and
 - 3.3.5 Availability and accessibility to amenities, i.e., commercial centers, public markets, schools, churches, hospitals and parks and recreational facilities.
- 3.4 Conduct investigation of local market conditions such as neighborhood characteristics, sale offered or asking prices of comparable properties within the vicinity, inquiries from local sources, demand and supply and other relevant market data.
- 3.5 Analyze and investigate the reasonable, probable and legal use of the property to come up with the Highest and Best Use (HABU) of the property.

3.6. Fully document details of the appraisal procedures and the various assumptions and parameters used in the appraisal exercise, to include:

3.6.1 The scope and extent of the work used to develop the appraisal

3.6.2 All assumptions and limiting conditions upon which the opinion of value is contingent; and

3.6.3 A description of the information and data examined, the market analysis performed and the appraisal methodologies followed.

3.7 Submit a comprehensive appraisal report in two (2) copies and surrender all database files and programs used in the appraisal. The final report, database files and programs shall be treated as confidential and proprietary to NPC. The Appraiser shall not disclose, publish or reveal any of the information to any third party unless NPC gives its specific prior written consent. As a minimum requirement, the appraisal report shall contain the following:

3.7.1 Transmittal letter which contain:

3.7.1.1 Identification of the client

3.7.1.2 Purpose and intended use of the appraisal

3.7.1.3 Date as of which the value applies (the "Effective Date")

3.7.1.4 Date of the appraisal report; and

3.7.1.5 Date/s of inspection.

3.7.2 Executive Summary

3.7.3 Legal description of the property

3.7.4 Physical description of the property

3.7.5 Location and neighborhood description

3.7.6 Utilities and community facilities

3.7.7 Zonal value of the property being appraised as certified by the relevant BIR RDO

3.7.8 Highest and Best Use (HABU)

3.7.9 Appraisal Computation

3.7.10 Final Opinion of Market Value

3.7.11 Relevant attachment to the report (i.e. pictures of the properties, lot plan, location/vicinity plan, tax map, cadastral map, compound layout, plot plan, aerial view of the subject property, etc.)

3.7.12 The name, professional qualifications and signature of the certifying appraiser

3.7.13 The certifying appraiser's license number and official dry seal or stamp

3.8 Secure copies of corresponding updated tax declarations which are not yet part of NPC's records from the concerned local government units.

4.0 QUALIFICATION OF CERTIFYING OFFICER FOR THE APPRAISAL REPORT

4.1 Must be a holder of a valid Real Estate Appraiser's License/ Professional Identification Card duly issued by the Professional Regulatory Board of Real Estate Service of the Professional Regulations Commission (PRC) pursuant to Republic Act No. 9646

4.2 Must have a minimum of five (5) year experience as a Licensed Appraiser

4.3 Must be an officer or a member in good standing of any locally registered association of Appraisers

5.0 IMPLEMENTATION

5.1 Project Duration and Delivery of Appraisal Reports

5.1.1 The Appraiser's engagement shall commence upon receipt of the Notice to Proceed. The delivery period of the appraisal reports shall be as follows:

5.1.1.1 Initial report: within thirty (30) calendar days after the receipt of Notice to Proceed

5.1.1.2 Final Report: within ten (10) calendar days after NPC has provided its comments on the initial reports.

5.1.2 Upon posting of Performance Security and prior to the issuance of Notice to Proceed, NPC will schedule a coordination meeting with the Appraiser to discuss the proposed methodology and work plan in accordance with the Terms of Reference (TOR). NPC will provide, on a best effort basis, the relevant documents, data and information necessary for the performance of the project. Field inspection and visits shall be coordinated by NPC. All related costs for the field inspections and site visits shall be for the account of the Appraiser.

5.2 Working Arrangement

The Appraiser shall report directly to the NPC. NPC will ensure as long as practicable that the Appraiser has all the information, contacts and meetings necessary to perform the assignment.

6.0 FORCE MAJEURE

6.1 The Appraiser 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.

6.2 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 Appraiser 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 Appraiser. Force majeure events may include, but not limited to, acts of the NPC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

6.3 If a force majeure situation arises, the Appraiser shall promptly notify the NPC in writing of such condition and the cause thereof. Unless otherwise directed by the NPC in writing, the Appraiser 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.

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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]