

Philippine Bidding Documents Republic of the Philippines



Procurement of Supply and Installation of Galvanized Roofing at PSALM Bagac Property Structures located in Bagac, Bataan

**Project Reference No.
2021-PB-GRBPS-041-02**

04 November 2021

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Glossary of Acronyms, Terms, and Abbreviations

ABC -Approved Budget for the Contract.

BAC - Bids and Awards Committee.

Bid - A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder - Refers to a Supplier, manufacturer, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents - The documents issued by the Procuring Entity as the basis for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR - Bureau of Internal Revenue.

BSP - Bangko Sentral ng Pilipinas.

Consulting Services - Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract - Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Supplier for procurement of Goods and Services; Supplier for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor - refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding

Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

CIF - Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI - Consumer Price Index.

DDP - Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI - Department of Trade and Industry.

EXW - Ex works.

FCA - “Free Carrier” shipping point.

FOB - “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project-Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement - Refers to a written agreement between a procuring entity and a Supplier or Supplier that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI - Government Financial Institution.

GOCC -Government-owned and/or -controlled corporation.

Goods - Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP - Government of the Philippines.

GPPB - Government Procurement Policy Board.

INCOTERMS - International Commercial Terms.

Infrastructure Projects - Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA - National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project - refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA - Philippine Statistics Authority.

SEC - Securities and Exchange Commission.

SLCC - Single Largest Completed Contract.

UN - United Nations.

Section I. Invitation to Bid

Invitation to Bid

for the Procurement of Supply and Installation of Galvanized Roofing at PSALM Bagac Property Structures in Bagac, Bataan (Project Reference No. 2021-PB-GRBPS-041-02)

1. The Power Sector Assets and Liabilities Management (PSALM) Corporation, through the 2021 Corporate Operating Budget (for the portion of the Contract to be performed in 2021) and 2022 Corporate Operating Budget (for the portion of the Contract to be performed in 2022), intends to apply the sum of **SEVENTEEN MILLION PESOS (PHP17,000,000.00)** being the ABC to payments under the contract for the Procurement of Supply and Installation of Galvanized Roofing at PSALM Bagac Property Structures in Bagac, Bataan. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. PSALM now invites bids for the above Procurement Project. The estimated delivery of the Services is required by **December 2021**. Bidders should have completed, within **five (5)** years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to R.A. No. 5183.
4. Prospective Bidders may obtain further information from PSALM Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below during Mondays to Fridays, 9:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **04 November 2021** from the given address and website(s) below and upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **TWENTY-FIVE THOUSAND PESOS (PHP25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

It may also be downloaded free of charge from the websites of the Philippine Government Electronic Procurement System (PhilGEPS) (<https://www.philgeps.gov.ph>) and PSALM (<https://www.psalm.gov.ph>), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Payment for the Bidding Documents can be deposited through PSALM Land Bank of the Philippines account with the following details:

Name of Bank:	Land Bank of the Philippines
Branch:	Paseo de Roxas Branch
Account Name:	Power Sector Assets and Liabilities Management Corporation (PSALM)
Account Number:	1802-1019-68
LBP Swift Code:	TLBPPHMM

Thereafter, the Bidder must send the proof of payment and register its email address to the BAC Secretariat at BACSec2021@psalm.gov.ph.

6. PSALM will hold a Pre-Bid Conference on **11 November 2021 at 9:00 AM** through videoconferencing or webcasting via Zoom, which shall be open to prospective bidders. Prospective bidders may manifest their intent to join the Pre-bid Conference by emailing the BAC Secretariat. Thereafter, the Meeting ID will be provided to the prospective bidders prior to the schedule.
7. Bids must be duly received by the BAC Secretariat through online or electronic submission as indicated below on or before **23 November 2021 at 10:00 AM**. Late bids shall not be accepted. Personal or manual submission of bids shall not be allowed.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **23 November 2021 at 10:15 AM** through videoconferencing or webcasting via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The detailed procedure for the electronic/online submission and opening of bids is contained in Annex "A" - General Policies and Procedures on Electronic/Online Submission and Receipt of Bids.
11. In case of electronic bid submission, bid envelopes not in compressed archive folders and are not password protected, shall be rejected. However, bid envelopes that are not properly sealed and marked or not properly compressed and password-protected, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted.
12. PSALM reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in

accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

THE CHAIRPERSON

Bids and Awards Committee

Power Sector Assets and Liabilities Management Corporation

24th Floor Vertis North Corporate Center 1, Astra corner Lux Drives

North Avenue, 1105 Quezon City

e-mail addres: BAC2021@psalm.gov.ph / BACSec2021@psalm.gov.ph

Telephone No.: (02) 7902-9000

Fax No.: (02) 8248-4879

Website: <https://www.psalm.gov.ph>

14. You may visit the following websites:

For downloading of Bidding Documents: <https://www.philgeps.gov.ph>

<https://www.psalm.gov.ph>

For online bid submissions: bid.submission@psalm.gov.ph

Please see Annex "A" on the General Policies and Procedures on Electronic/Online Submission and Receipt of Bids.



GLENN B. SANTOS

Chairperson

Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PSALM Corporation, wishes to receive Bids for the **Procurement of Supply and Installation of Galvanized Roofing at PSALM Bagac Property Structures in Bagac, Bataan**, with Project Reference No. 2021-PB-GRBPS-041-02.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2021 in the amount **SEVENTEEN MILLION PESOS (PHP17,000,000.00)**.
- 2.2. The source of funding is the 2021 Corporate Operating Budget (for the portion of the Contract to be performed in 2021) and 2022 proposed Corporate Operating Budget (for the portion of the Contract to be performed in 2022).

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of R.A. No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or IB by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within **five (5)** years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed if ever.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **23 March 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit their bids on the specified date and time through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of R.A. No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of R.A. No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. contract for the supply and installation of roofing system; b. completed within <u>five years</u> prior to the deadline for the submission and receipt of bids.
7.1	<p>Subcontracting shall be allowed but shall not exceed twenty percent (20%) of the Supplier's Bid Price.</p> <p>When the bidder has identified its subcontractor, it shall be required to submit any document that shows the amount intended for subcontracting of a portion of the project in order to determine if it complies with the twenty percent (20%) limitation of subcontracting of the project.</p> <p>Any subcontracting arrangement shall not relieve the Supplier of any liability or obligation under the contract. Moreover, subcontractors are obliged to comply with the provisions of the contract and shall be jointly and severally liable with the principal Supplier, in case of breach thereof, insofar as the portion of the contract subcontracted to it is concerned.</p> <p>The documentary requirements of the subcontractor(s) to be submitted as part of Bid is indicated in Annex "B" (Checklist of Eligibility Documents to be submitted by the Subcontractors).</p>
12	<p>The price of the Goods shall be quoted DDP in Bagac, Bataan or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than PHP340,000.00 <i>[2% of PHP17,000,000.00]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PHP850,000.00 <i>[5% of PHP17,000,000.00]</i>, if bid security is in Surety Bond.
19.3	<p>The Approved Budget for the Contract shall be as follows:</p>

Name of Project	Project Reference Number	Approved Budget for the Contract (ABC)
Procurement of Supply and Installation of Galvanized Roofing at PSALM Bagac Property Structures in Bagac, Bataan	2021-PB-GRBPS-041-02)	PHP 17,000,000.00
The NFCC computation must be sufficient for all contracts to be awarded to the bidder.		
20.1	The Bidder with the Lowest Calculated Bid shall submit copies of the following documents:	
1. Latest income and business tax returns filed and paid through the Bureau of Internal Revenue (BIR) Electronic Filing and Payment System (eFPS)		
<i>NOTE: Latest Income Tax Return (ITR) shall refer to the ITR for the year 2020 filed in 2021. 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.</i>		
<i>Latest Business Tax Return shall refer to the Value Added Tax (VAT) and/or Percentage Tax Returns, whichever is applicable covering the previous six (6) months. For those with less than six (6) months of operations, this refers to the monthly business tax returns filed to date. Bidders filing both the VAT and Percentage Tax Returns must submit both returns.</i>		
a. VAT - BIR Form No. 2550 covering the following: i. the latest quarters (2550Q) (i.e. 2nd and 3rd Quarters of 2021)	and/or	b) Percentage Tax - BIR Form No. 2551 covering the following: i. the latest quarters (2551Q) (i.e. 2nd and 3rd Quarters of 2021)
2. List of PPE's, contingency, materials/equipment and Emergency Contingency Plan that should be available during the installation of the galvanized roofing;		
3. Taxpayer's Identification Number (TIN) and BIR Registration Certificate BIR Form 2303; and		
4. Bar Chart Schedule for Project Implementation.		

21.1	No further instruction.
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Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of R.A. No. 9184 and its 2016 revised I.R.R., including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of R.A. No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	Services shall be rendered by the Supplier in accordance with the terms specified in Sections VI (Schedule of Requirements) and VII (Technical Specifications).
2.2	The terms of payment shall be indicated in Section VII. Technical Specifications.
4	The inspections and tests that will be conducted on site are, among others: 1. Inspection for water leaks, and: 2. Quality of workmanship.

Section VI. Schedule of Requirements

Schedule of Requirements

- 1.0 The subject **PROCUREMENT OF SUPPLY AND INSTALLATION OF GALVANIZED ROOFING AT PSALM BAGAC PROPERTY STRUCTURES LOCATED IN BAGAC, BATAAN**: The Supplier shall perform its supply and installation for the buildings indicated below within a period of One Hundred Sixty (160) calendar days which shall commence on the Effective Date as indicated in the Notice to Proceed (NTP) issued by PSALM.

Item No.	BUILDING	STATUS	OCCUPANT	Indicative ROOFING AREA (SQM)
1	Administration Building	Dilapidated	None	420
2	School Building	Dilapidated	None	630.47
3	Recreational Building (Bowling Area)	Dilapidated	None	938.28
4	Security Office Building (Formerly Bureau of Fire Protection Building)	Dilapidated	None	298
5	Generator House	Dilapidated	None	46.41
6	Unit A1	Dilapidated	None	435
7	Unit A3	Dilapidated	None	435
8	Unit B6	Dilapidated	Stock room	425
9	Unit B7	Dilapidated	Stock room	425
10	Unit C2	Dilapidated	PCG	347
11	Unit C3	Dilapidated	PCG	347
12	Unit C5	Dilapidated	PCG	347
13	Unit C6	Dilapidated	None	347
14	Unit C7	Dilapidated	None	347
15	Unit C8	Dilapidated	None	347
16	Unit C13	Dilapidated	PCG	347
17	Unit C17	Dilapidated	PCG	347
18	Unit C18	Dilapidated	PCG	347
19	Unit C19	Dilapidated	PCG	347
20	Unit C20	Dilapidated	PCG	347
21	Unit D2	Non-operational	None	377
22	Unit D3	Operational	None	377
23	Unit D4 (A-B)	Operational	None	395
			Grand Total	9,019.00

2.0 THE INSTALLATION OF GALVANIZED ROOFING

- (a) The supply and installation of galvanized roofing by the Supplier shall be in accordance with the standard practice adopting, as may be applicable, the National Building Code of the Philippines, its implementing rules and regulations, and other applicable government laws, rules, and regulations.
- (b) The installation of galvanized roofing and its accessories thereto shall conform in all respects to the principles of safe construction and must be suited to the purpose for which they are designed.
- (c) Before any installation work is commenced, the top face of the purlins should be checked for proper alignment. Correct the alignment as necessary in order to have the top faces of the purlins on an even plane.
- (d) Sheets shall be handled carefully to prevent damage to the paint coating. Lift all sheets or sheet packs on to the roof frame with the overlapping down-turned edge facing towards the side of the roof where installation will commence, otherwise sheets will have to be turned end-to-end during installation.
- (e) Gutters, valleys, flashing ridge and hip rolls shall be fastened by self-tapping screws or galvanized iron straps and rivets. Always begin flashing installation from bottom and work up, so that flashings are lapped on top of the lower flashings. This will prevent moisture from leaking under the flashings and into the structure.
- (f) Cutting of galvanized roofing sheets and accessories shall be carried out on the ground and not over the top of other installed roofing product. Power cutting or drilling to be done or carried out on galvanized products already installed or laid in position.
- (g) For storage and protection. Galvanized roofing, and its accessories should be delivered to the jobsite in strapped bundles. Sheets and/or bundles shall be neatly stacked in the ground dry and if left in the open it shall be protected by covering the stack materials with loose tarpaulins. Bundles should be stored above ground at a slight angle, to prevent water or condensation build up between adjacent sheets. Removing installation debris and metal fines due to drilling and cutting from the sheet surface and avoiding exposure of insulation to the weather shall be practiced at all times.
- (h) Hauling and removal from the project site of the construction debris shall commence immediately after completion by the Supplier of the required tasks in disposal.
- (i) The Supplier shall repair/replace/reinstall necessary materials (e.g. purlins, trusses, gutters, ceilings etc.) during the installation of the galvanized roofing.

- (j) The Supplier shall provide necessary materials to ensure the water-tightness of the installed roofing.
- (k) As a requirement, the Supplier shall use gauge 20 to 22 galvanized long span roofing.
- (l) The Supplier must provide all necessary tools and equipment for the duration of the project.
- (m) The Supplier must provide necessary safety precautions (e.g. cordons, warning signs, PPE etc.) to avoid untoward incidents to the staff, guests, and tenants of the facility.

Section VII. Technical Specifications

Technical Specifications

A. SCOPE OF WORK

The scope of work of the Supplier shall cover the supply and installation of galvanized roofing at approximately 9,019 square meters of identified structures located at the PSALM Bagac Property in Bagac, Bataan as detailed in Section VI. Schedule of Requirements.

B. QUALIFICATION OF SUPPLIER

The Supplier:

1. Must have a licensed and experienced architect or civil engineer to supervise the entire duration of the project.
2. Must have at least a Construction Safety Officer 1, or higher, accredited by the Occupational Safety and Health Center (OSHC) or the Department of Labor and Employment (DOLE)-accredited Safety Training Organizations (STOs) to monitor the safety and health activities of the project.

C. RESPONSIBILITIES OF THE SUPPLIER

1. Assessment

1.1 The Supplier shall inspect, assess and provide a monthly progress report to PSALM being the Procuring Entity, duly noted by the assigned PSALM representative.

2. Permits and Licenses

2.1 The Supplier shall secure and pay all the corresponding applicable local permits and licenses, including permits from the Municipal Building Official where the project is located.

2.2 The Supplier shall provide the PSALM Bagac Property Administrator a copy of the said permits/certifications.

2.3 The Supplier shall secure and pay Occupancy Permit as required upon completion and/or turnover of the project.

3. Compliance to the COVID-19 IATF and Bataan LGU Safety Protocols

2.1 The Supplier, sub-contractor (if applicable), and its employees shall submit the applicable documents upon entry to the PSALM Bagac Property in compliance with the Covid-19 IATF and Bagac LGU Safety Protocols.

Within Bagac:

- Identification Card (ID)
- Brgy. Certificate stating that he/she is not a member of a family under quarantine.

Within Bataan (Outside Bagac):

- Identification Card (ID)
- Medical Certificate issued by the Rural Health Unit (RHU) from the Brgy. where he/she came from.

Outside Bataan:

- Identification Card (ID)
- Negative RT-PCR Test result taken not more than 72 hours.

D. MATERIAL TESTING, INSTALLATION, TRANSPORT, AND DISPOSAL

1. The Supplier shall mobilize necessary resources such as personnel, packaging, safety materials, supplies, and equipment required for the completion of the project.
2. The Supplier shall conduct safety briefing in accordance with the Safety Plan and provide personnel with the required PPEs.
3. The PSALM representative and Supplier shall conduct testing and inspection of the materials in accordance with standards set by the National Building Code and PSALM as the Procuring Entity.
4. The Supplier shall establish site perimeter fence and install warning signs within the construction areas.
5. The Supplier shall install the galvanized roofing as specified in Item 2 of Section VI. Schedule of Requirements and in accordance with the schedule provided in Item 1 of the same section.
6. The construction materials, equipment and debris shall be secured so as not to obstruct or create inconvenience to the facility operations and its guests, tenants, or employees.

7. The Supplier shall ensure and provide enclosure in the defined areas throughout the project duration using canvass material which shall ensure that the remaining structures are protected from environmental hazards which may result in their wear and tear.
8. After the Supplier of the Asbestos Roofing Removal has cleared the units to be re-roofed, the Supplier for the Supply and Installation of the Galvanized Roofing shall immediately commence its re-roofing activity on a per dismantled unit basis.
9. To achieve no. 8, the Supplier for the Supply and Installation of the Galvanized Roofing shall coordinate with the Supplier of the Asbestos Roofing Removal.
10. The Supplier shall hold PSALM free from claims from any party that may arise from any incidents whatsoever while the installation is being performed and shall defend PSALM against such claims at the Supplier's expense.
11. The Supplier shall ensure that the performance of its deliverables shall not disrupt the operations of the Bagac Facility.
12. The Supplier shall conduct removal of construction debris from the PSALM Bagac Property upon completion of the project.
13. The Supplier shall comply with all applicable laws, rules, and regulations in relation to the services being provided.

E. COMMENCEMENT AND DURATION OF THE CONTRACT

1. The Supplier shall perform its obligations under this contract within a period of One Hundred Sixty (160) calendar days (including mobilization/demobilization/material testing) which shall commence on the Effective Date as indicated in the Notice to Proceed (NTP) issued to the Supplier by PSALM in accordance with the following implementation schedule:

Activity	Schedule
1. Permitting	<ul style="list-style-type: none"> • Filing permits and licenses shall be undertaken within fourteen (14) days or earlier from receipt of NTP from PSALM.
2. Mobilization	<ul style="list-style-type: none"> • Within two (2) days from receipt of NTP from PSALM.
3. Installation of Galvanized Roofing	<ul style="list-style-type: none"> • As stated in Section VII (Technical Specifications)
4. Hauling Transport and disposal of Construction Debris	<ul style="list-style-type: none"> • Shall be undertaken as soon as the project has been completed.

Activity	Schedule
from PSALM Bagac Property	

2. Mobilization of the Supplier’s tools and equipment, accessories, and manpower resources required to install the galvanized roofing at the identified PSALM Bagac Property Structures shall commence only upon issuance of PSALM’s NTP.
3. The Supplier shall provide PSALM a copy of the list of construction materials, equipment, names of personnel, permits, and other pertinent documents necessary for the completion of the project.
4. The Contract is deemed completed upon PSALM’s confirmation of the completion of supply and installation of galvanized roofing. PSALM will issue the “Certificate of Acceptance” as support for the billing of the final payment.

F. WORK SAFETY AND WORKING HOURS

1. The Supplier shall strictly observe all safety and security rules and regulations while inside the PSALM Bagac Property premises, including health protocols implemented by the site, and of the local and national government.
2. Work activities inside the PSALM Bagac Property premises shall be allowed only from 8:00 AM to 5:00 PM Monday to Friday. If Supplier intends to work beyond 5:00 PM and during weekends, authorization must be secured from PSALM.
3. The Supplier shall be responsible for ensuring the health and safety of its personnel assigned to and/or working within the PSALM Bagac Property, as well as the health and safety of any and all persons within the site who may be exposed to the works performed by the Supplier pursuant to the contract.
4. PSALM shall determine the location of the barracks to be utilized by the Supplier’s staff and personnel for this project.

G. PAYMENT

1. The payment for the services rendered shall be billed after five (5) days from the date of Certification of Completion by the PSALM Bagac Administrator noted by the Manager, Administration and General Services Division, stating that all works specified in the contract has been completed.

2. The Supplier shall be paid by the Procuring Entity within sixty (60) days from receipt of the statement of account with complete documentations from the Supplier , unless there shall be any points of verification needed in the processing of the payment.
3. Other documents that shall be submitted for the processing of payment are as follows:
 - Statement of Account/Service Invoice/Billing Statement duly noted by the Bagac Property Administrator;
 - Delivery receipt or proof of supplies and materials delivered duly received by the Bagac Property Administrator; and
 - Report on the completed services.

H. LIABILITIES

1. The Supplier shall hold PSALM, its officers, employees, and Board of Directors free and harmless from any claim whatsoever arising from incidents which may occur during and/or related to the Supplier’s performance of its task.
2. The Supplier agrees that all information, in whatever form or medium, it may obtain from PSALM during the term of the Contract will be treated in strictest confidentiality and will never be disclosed to any party. The Supplier shall not transfer, publish, disclose or otherwise make available such information or any portion thereof to any third party without PSALM’s prior written consent.

I. PERFORMANCE SECURITY

To guarantee the faithful performance by the winning Bidder 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 PSALM 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 PSALM 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;	

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(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 winning Bidder to comply with the abovementioned requirement shall constitute sufficient ground for the annulment of the award.

J. FORCE MAJEURE

1. Acts of God, accidents not attributable to the fault or negligence of the Supplier , epidemic, quarantine restrictions due to the pandemic, disasters, earthquake, typhoon, bad weather or sabotage, and any other accidents whatsoever beyond the reasonable control of the Supplier , as a consequence of which the Work is delayed, shall be considered force majeure.
2. Should any such force majeure or event occur, the Supplier shall promptly notify PSALM in writing and the contract period shall be reasonably extended if so warranted by the circumstances without any additional cost to PSALM. Unless otherwise directed by PSALM 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*.

K. LIABILITY AND LOSS AND/OR DAMAGES

1. The Supplier shall be liable and shall indemnify PSALM for any loss, damages or injury on property of PSALM due to, or arising from the fault, negligence, vandalism, or other unlawful acts of its employees/workers, provided that the loss or damage is made known in writing by PSALM to the Supplier ;
2. In cases where PSALM has provided tools and equipment to the Supplier , the latter shall indemnify PSALM for any loss or damages to such tools or equipment while the same is in the latter's possession, unless the loss or damage is caused by PSALM; and
3. PSALM shall, at its option, deduct from any money payable to Supplier any liability/indemnity incurred by it arising from the fault or negligence of the latter's workers.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document.
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; and
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full

power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

- (m) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**

- (b) Original of duly signed and accomplished Bid Price Schedule(s).

Bidding Forms

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Form No. ELIG-01

List of all Ongoing Government and Private Contracts including Contracts Awarded but not yet Started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	

Note: The following documents shall be submitted upon post-qualification:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner

Submitted by : _____
(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

Form No. ELIG-02

Statement of Single Largest Completed Contract which is Similar in Nature During the last five (5) years

Business Name : _____

Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

Note: The following documents shall be submitted upon post-qualification:

1. Contract
2. Certificate of Completion/Acceptance

Submitted by : _____
(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

Financial Documents for Eligibility Check

- A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The **Net Financial Contracting Capacity (NFCC)** based on the above data is computed as follows:

NFCC = [(Current asset - current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts yet to be started coinciding with the contract to be bid.

or

Commitment from a licensed bank to extend to it a credit line if awarded the contract.

Name of Bank: _____ Amount: _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit Form No. ELIG-03.

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

and -

_____, of legal age, (civil status), owner/proprietor of _____ a resident of _____.

That both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the PSALM Corporation.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Name and Signature of Authorized Representative

Name and Signature of Authorized Representative

Official Designation

Official Designation

Name of Firm

Name of Firm

Witnesses

1. _____

2. _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____)S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this _____ day of _____, 2021, personally appeared:

Name	Identification Document	Issued on	Issued at

known to me and known to be the same persons who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and/or that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

Bid Securing Declaration Form

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

x-----x

BID SECURING DECLARATION
Invitation to Bid: *[Insert Reference number]*

To: **ATTY. IRENE JOY BESIDO-GARCIA**
President and CEO
Power Sector Assets and Liabilities Management Corporation
24th Floor Vertis North Corporate Center Tower 1
Astra cor. Lux Drives, North Ave., Quezon City 1105

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration¹, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the Bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

¹ Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012, as amended by GPPB Resolution 15-2014 dated 20 June 2014.

IN WITNESS WHEREOF, I/We have hereunto set my/our hands this ____ day of [month] 2021 at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

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 2021.

Form No. TEC-02

BANK LOGO

Form of Bid Security (Bank Guarantee)

WHEREAS, *[insert name of Bidder]* (hereinafter called the “Bidder”) has submitted his bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the “Bid”).

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the “Bank” are bound unto PSALM Corporation (hereinafter called the “Entity”) in the sum of *[insert amount]*² for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2021.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - (a) withdraws his Bid during the period of bid validity specified in the Form of Bid; or
 - (b) does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date *[insert days]*³ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

³ Usually 28 days after the end of the validity period of the Bid. Date should be inserted by the Entity before the Bidding Documents are issued.

Form of Bid Security (Irrevocable Letter of Credit)

Date: _____

ATTY. IRENE JOY BESIDO-GARCIA

President and CEO

Power Sector Assets and Liabilities Management Corporation

24th Floor Vertis North Corporate Center Tower 1

Astra cor. Lux Drives, North Ave., Quezon City 1105

Irrevocable Letter of Credit No. _____

For Contract No. _____

WHEREAS, _____, hereinafter called "Supplier " has undertaken in pursuance to (name of Project and contract number), and whereas it has been stipulated by you in the said Contract that the Supplier shall furnish an irrevocable standby Letter of Credit for a sum specified therein as security for the faithful compliance of Supplier's obligations in accordance with the Contract.

WHEREAS, we have agreed to guarantee this obligation by the Supplier .

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of Supplier , up to the total amount of _____ and we undertake to pay you, upon first written demand declaring the Supplier to be in default under the Contract and without cavil, or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This irrevocable guarantee is valid until the issuance by you of Notice of Final Acceptance.

This certification is being issued in favor of the said Supplier in connection with the requirements of bidding of (name of the procuring entity) for the above-mentioned contract. We are aware that any false statements issued by us makes us liable for perjury.

Name and Signature of Authorized

Financing Institution Officer : _____

Official Designation : _____

Concurred By:

Name & Signature of Supplier's

Authorized Representative : _____

Official Designation : _____

Note:

The amount committed should be machine validated.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this _____
day of _____, 2021, personally appeared:

NAME

GOV'T ISSUED ID & NO. ISSUED AT/ON

known to me and known to be the same person who executed the foregoing
instrument consisting of _____ () pages, including the page whereon the
acknowledgment is written and acknowledged before me that the same is his free
and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above
written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

Form No. TEC-04

**Conformity with Section VI (Schedule of Requirements) and
Section VII (Technical Specifications)
Project Reference No. 2021-PB-GRBPS-041-02**

(Name of Bidder) hereby undertakes that it shall COMPLY with the general requirements stated in Sections VI (Schedule of Requirements) and Section VII (Technical Specifications).

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 2021, personally appeared:

Name	Government-Issued ID & No.	Issued on	Issued at
(Supplier)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ (___) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2021.

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. *[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;

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 examine 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 ___, 2021 at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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 2021.

Bid Form

Date: _____
 Invitation to Bid No: _____

To: **The BAC Chairperson**
 Power Sector Assets and Liabilities Management Corporation
 24th Floor Vertis North Corporate Center Tower 1
 Astra cor. Lux Drives, North Ave., Quezon City 1105

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of Goods]* in conformity with the said Bidding Documents for the sum of _____ *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for ITB Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 2021.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Detailed Bid Price Schedule

Date: _____

Project: Procurement of Supply and Installation of Galvanized Roofing of PSALM Bagac Property Structures in Bagac, Bataan

Code: Project Reference No. 2021-PB-GRBPS-041-02

Date of Bidding: _____

Time of Bidding: _____

(Supplier's Name/Address/Tel. No.)

Location	Particulars	Bid Price without VAT (in PHP)
Bagac, Bataan	Procurement of Supply and Installation of Galvanized Roofing of PSALM Bagac Property Structures in Bagac, Bataan with an estimated total area of 9,019 sq. m.	

Bid Price (without VAT), in PHP _____

Plus: 12% VAT _____

Total Bid Price (with VAT), in PHP _____

Total Bid Price in Words: _____

Authorized Official/Position

Signature/Date

CONTRACT

**Procurement of Supply and Installation of Galvanized Roofing of PSALM
Bagac Property Structures in Bagac, Bataan
Project Reference No. 2021-PB-GRBPS-041-02**

This CONTRACT is executed on the ____ day of _____ 2021 by and between:

The **POWER SECTOR ASSETS AND LIABILITIES MANAGEMENT (PSALM) CORPORATION** with principal office address at the 24th Floor Vertis North Corporate Center 1, Astra cor. Lux Drives, North Avenue, Diliman, 1101 Quezon City, Philippines, represented by its President and Chief Executive Officer, **IRENE JOY BESIDO-GARCIA**, duly authorized for this purpose under Board Resolution No. 2020-0226-07, dated 26 February 2020 as evidenced by the Secretary’s Certificate dated 01 March 2021, a copy which is attached as Annex “A”, hereinafter referred to as “PSALM”;

-and-

The _____ with principal office address at _____, Philippines, represented by its Authorized Representative, _____ duly authorized for this purpose under _____, dated _____ as evidenced by the _____ dated _____, a copy which is attached as Annex “B”, hereinafter referred to as “the SUPPLIER”;

ANTECEDENTS:

PSALM invited Bids for the **Procurement of Supply and Installation of Galvanized Roofing of PSALM Bagac Property Structures in Bagac, Bataan** with Project Reference No. 2021-PB-GRBPS-041-02 and has accepted a Bid by the Supplier for the supply of those Services for the Approved Budget for the Contract (ABC) amounting to **SEVENTEEN MILLIN PESOS (PHP17,000,000.00)**.

After conducting the bidding through open competitive bidding procedures using a non-discretionary “pass/fail” criterion, the BAC recommended “the SUPPLIER” as the one who submitted the Lowest Calculated and Responsive Bid in the amount of _____ Pesos (PHP _____), which recommendation was approved by PSALM.

ACCORDINGLY, the Parties hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

Signed in the Presence of:

LEONARD E. MARQUEZ
TWG Head

Supplier

Representative

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

Signed in the Presence of:

LEONARD E. MARQUEZ
TWG Head

- 1.1 the Invitation to Bid;
- 1.2 the Supplemental Bid Bulletins;
- 1.3 all bidding forms and documents;
- 1.4 the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from PSALM’s bid evaluation;
- 1.5 the Instruction to Bidders;
- 1.6 the Schedule of Requirements;
- 1.7 the Technical Specifications;
- 1.8 the General Conditions of Contract;
- 1.9 the Special Conditions of Contract;
- 1.10 the Performance Security;
- 1.11 the BAC Resolution No. SBAC-2021-____;
- 1.12 the Entity’s Notice of Award;
- 1.13 the Entity’s Notice to Proceed; and
- 1.14 the Office of the Government Corporate Counsel (OGCC) Contract Review No. ____, series of 2021 dated ____ 2021.

The documents mentioned above shall be collectively referred to as “Contract Documents”.

2. All words and expressions shall have the same meaning as are respectively assigned to them in this CONTRACT and all documents deemed part of it, unless the context of the use of the words and expressions require otherwise.

3. Miscellaneous Provisions

3.1 Duration and Effectivity. The contract period is for one (1) year unless sooner terminated for cause, or if the facility is abolished, sold, privatized or turned over to new owner, to commence from the receipt by the SUPPLIER of the Notice to Proceed (NTP). The contract may be extended, but such extension shall not exceed one (1) year. In case of loss of trust and confidence in the SUPPLIER, PSALM shall have the exclusive right to terminate the Contract, upon thirty (30) days written notice to the SUPPLIER.

3.2 No Employer-Employee Relationship. It is expressly understood and agreed that the personnel assigned by the SUPPLIER under this Contract are, for all intents and purposes, the employees of the SUPPLIER and hence, no employer-employee relationship exists between any and all of the personnel of the SUPPLIER and PSALM. SUPPLIER shall hold PSALM free and harmless from any claims, causes of action and suits that may be instituted by SUPPLIER’s personnel.

As such, PSALM shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to, or by any of the

Supplier

Representative

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

Signed in the Presence of:

LEONARD E. MARQUEZ
TWG Head

Supplier

Representative

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

SUPPLIER'S employees or personnel assigned to the Facility during the performance of their duties.

- 3.3 Indemnification. Insofar as any and all personnel assigned to PSALM are concerned, the SUPPLIER shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including Labor Code, Social Security Law, Employees' Compensation Act, PhilHealth Act, HDMF Law and other related welfare legislations/issuances. The SUPPLIER agrees and binds itself to save and hold PSALM free from any liability which may arise therefrom.
- 3.4 The SUPPLIER hereby agrees to hold PSALM free and harmless from all and any damages and liabilities that may be filed against SUPPLIER or SUPPLIER's personnel by reason of their employment by the SUPPLIER under decrees and/or laws pertinent to employer-employee relationship.
- 3.5 Non-Waiver. The failure of PSALM to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that PSALM may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of PSALM shall not be considered as condonation or waiver of any breach or default by the Supplier of any covenant or condition herein provided. No waiver by the PSALM of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by PSALM through its duly authorized representative.
- 3.6 Liquidated Damages. The SUPPLIER shall be liable for payment of liquidated damages in case of breach of any provisions of this Contract, in accordance with R.A. No. 9184 and its 2016 Revised Implementing Rules and Regulations, as well as the Annexes and Appendices thereof. Without prejudice to its other remedies under this Contract and under the applicable law, PSALM may deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the maximum of ten percent (10%) is reached, PSALM may rescind or terminate the Contract pursuant to Rule XXII, Section 68 of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184, without prejudice to other courses of action and remedies open to it.
- 3.7 Amendments. Amendments to this Agreement may only be made by mutual written agreement of the parties.
- 3.8 Dispute. In case of a dispute between the parties, the same shall be resolved in accordance with Republic Act (R.A.) 876, as amended by

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

Supplier

Representative

Signed in the Presence of:

LEONARD E. MARQUEZ
TWG Head

R.A. 9285 ("R.A. 9285"), otherwise known as the "Arbitration Law" and the "Alternative Dispute Resolution Act of 2004," respectively.

- 3.9 Venue of Action. The parties hereby agree that the venue of the action for any cause or causes of action which may arise from this Contract shall be exclusively in the proper court of Quezon City, Philippines only.
- 3.10 Separability Clause. Should any provision of this Contract be held invalid by any competent court, the same shall apply only to the provision involved and the remainder hereof remains valid and enforceable.
- 3.11 If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person whose circumstances other than those as to which it was held invalid or unenforceable shall not be affected thereby.
- 3.12 The terms, conditions, and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties, successors, or assigns.
- 3.13 OGCC Approval. This Contract shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, and delivered by **IRENE JOY BESIDO-GARCIA**, the President and CEO of PSALM.

IRENE JOY BESIDO-GARCIA

Signed, sealed, and delivered by _____, the
_____ (for the Supplier).

(SUPPLIER)

Witnessed by:

LEONARD E. MARQUEZ
TWG Head

Certification of funds availability:

SOFE A. SOTERANA
Department Manager, Controllership
PSALM

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 2021, personally appeared:

Name	Identification Document	Issued on	Issued at
IRENE JOY BESIDO-GARCIA			
(NAME OF SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of six (6) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2021.

Form No. PSALM-02

Performance Security

(To be submitted in the stationery of the Issuing Bank)

IRREVOCABLE STANDBY LETTER OF CREDIT

Number: _____
Amount: _____
Stated Expiration Date _____
Account Party: _____

Power Sector Assets and Liabilities Management Corporation
24th Floor Vertis North Corporate Center Tower 1
Astra cor. Lux Drives, North Ave., Quezon City 1105

Subject: Letter of Credit No. _____

We refer to the Philippine Bidding Documents for the **Procurement on the Supply and Installation of Galvanized Roofing of PSALM Bagac Property Structures in Bagac, Bataan** with Project Reference No. 2021-PB-GRBPS-041-02 as amended or otherwise supplemented, (the “Bidding Documents”).

We hereby establish this Irrevocable Standby Letter of Credit No. [●] (this “SBLC”) for the benefit of Power Sector Assets and Liabilities Management Corporation (the “Beneficiary”) in an amount not exceeding a total of _____ (PHP _____) (the “Drawing Amount”). Funds under this SBLC are available to you at sight upon our receipt of a certificate in the form of Annex A attached hereto (a “Demand Certificate”), notifying us of the occurrence of a Bid Security Drawing Event as defined in the Instruction to Bidders, viz:

1. if the Bidder/Account Party:
 - (a) withdraws his bid during the period of bid validity specified in the Form of Bid;
 - (b) does not accept the correction of arithmetical errors of his bid price in accordance with Instructions to Bidders; or
2. if the Bidder/Account Party having been notified of the acceptance of his bid during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instruction to Bidders.

3. If the Bidder/Account Party does not comply with any of the other conditions set forth in Instruction to Bidders Clause 18.5.

The Demand Certificate shall upon presentment be appropriately completed and purportedly signed by your duly authorized officer, employee or signatory on or before the Expiration Date (as hereinafter defined). This SBLC does not contain any condition to drawing other than the confirmation by us that the Demand Certificate appears to comply on its face with the requirements of the immediately preceding sentence.

The SBLC shall be drawable at our office in Metro Manila, Philippines. We will pay amounts drawn hereunder from our general funds.

You shall present one Demand Certificate dated the date of presentation for each drawing hereunder to [name and address of issuing bank]. If you present the Demand Certificate by 10:00 a.m. local time on any day on which we are open for business (each such day, a “**Business Day**”), in strict conformance with the terms and conditions of this SBLC, we will honor the same by making payment in immediately available funds, in accordance with your payment instructions and without any restrictions, conditions, inquiry or right of objection whatsoever on our part, without notice to the Account Party prior to such payment and notwithstanding any conditions, demands, or objections by the Account Party or any other party, without you having to further substantiate such demand, by 4:00 p.m. local time on such Business Day, otherwise we will honor your Demand Certificate by 10:00 a.m. local time the following Business Day.

If any demand for payment does not conform to the terms and conditions of this SBLC, we shall give you prompt notice of the same stating the reasons therefor and that we will, upon your request, hold any documents presented to us for five (5) Business Days or return the same to you. Upon being notified that any demand for payment did not conform to this SBLC, you may correct any such non-conforming demand; provided that such corrected demand shall be made and presented to us on or before the Expiration Date (as defined below).

This SBLC shall expire at 5:00 p.m. at our office on the earliest of the following: (i) the Stated Expiration Date; (ii) our honoring of the Demand Certificate/s presented hereunder that, in the aggregate, equal the Drawing Amount, and (iii) the surrender by you of the original SBLC for cancellation. The earliest of the foregoing dates is referred to herein as the “Expiration Date.” Except as otherwise expressly provided in this paragraph, this SBLC shall not terminate prior to the Stated Expiration Date for any reason whatsoever. Notwithstanding the occurrence of the Stated Expiration Date, We will honor and pay for the amount drawn by You as stated in the Demand Certificate; *provided*, that the Demand Certificate was presented to Us before the Expiration Date.

This SBLC sets forth in full our undertaking and references herein to any document, instrument or agreement, except the Demand Certificate/s referred to herein, shall not in any way amend, modify, amplify or limit our undertaking.

All documents presented to us in connection with any demand for payment hereunder, as well as all notices and other communications to us in respect of this SBLC shall be in writing and addressed and presented to us at our office at [address of issuing bank]

Attention: [●], and shall make reference to this SBLC by number. You shall personally deliver such documents, notices and other communications to us or send them to us by facsimile to [●], or such other number as we may specify from time to time in writing to you.

This SBLC shall be subject to International Standby Practices 1998 (“ISP98”) and in case of dispute arising from, or in connection with, the interpretation or implementation thereof, shall be subject to Philippine Law.

[Insert Date and Place of Issue]

Very truly yours,
[Issuing Bank]

THIS ANNEX A IS AN INTEGRAL PART OF
LETTER OF CREDIT NO. [●]
DATED [●]

ANNEX A
DEMAND CERTIFICATE
[Date]

[Address of issuing bank]

Attention: [●]

Re: Demand for Payment under Letter of Credit

Ladies and Gentlemen:

We refer to your Letter of Credit No. [●] (the “SBLC”). Any term defined in the SBLC shall have the same meaning when used herein. A Bid Security Drawing Event has occurred and the Beneficiary hereby demands payment of [amount] under the SBLC, such payment to be made to [insert account instructions].

IN WITNESS WHEREOF, this Certificate has been executed and delivered by the Beneficiary on the [●] day of [●].

POWER SECTOR ASSETS AND LIABILITIES
MANAGEMENT CORPORATION

By: _____
Name:
Title:

Credit Line Certificate

Date: _____

ATTY. IRENE JOY BESIDO-GARCIA
President and CEO
Power Sector Assets and Liabilities Management Corporation
24th Floor Vertis North Corporate Center Tower 1
Astra cor. Lux Drives, North Ave., Quezon City 1105

CONTRACT/PROJECT : _____
COMPANY/FIRM : _____
ADDRESS : _____
BANK/FINANCING INSTITUTION : _____
ADDRESS : _____
AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the <Supplier/Distributor/Manufacturer/Contractor>, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the <Supplier/Distributor/Manufacturer/ Contractor > of the Notice of Award and such line of credit shall be maintained until the project is completed by the Supplier .

This Certification is being issued in favor of said <Supplier/Distributor/Manufacturer/Contractor> in connection with the bidding requirement of (Name of the Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer:

Official Designation: _____

Concurred By:

Name & Signature of <Supplier/Distributor/Manufacturer/Contractor>
Authorized Representative : _____
Official Designation : _____

Note:
The amount committed should be machine validated.

Republic of the Philippines)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 2021, personally appeared:

Name	Government–issued ID & No.	Issued on	Issued at
(SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____(____) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

Bank Guarantee Form for Warranty Coverage

ATTY. IRENE JOY BESIDO-GARCIA

President and CEO

Power Sector Assets and Liabilities Management Corporation

24th Floor Vertis North Corporate Center Tower 1

Astra cor. Lux Drives, North Ave., Quezon City 1105

WHEREAS, [insert name and address of Supplier] (hereinafter called the “Supplier”) has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute the contract for **Procurement on the Supply and Installation of Galvanized Roofing at PSALM Bagac Property Structures in Bagac, Bataan** with Project Reference No. 2021-PB-GRBPS-041-02 (herein called the “Contract”);

WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum equivalent to (10% of the Contract price) as security for compliance with the Contract;

WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier , in an amount equivalent to (10% of the contract price), and we undertake to pay you, upon your first written demand and without cavil or argument, the aforesaid amount without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the expiration of the warranty period(s) for the Services provided for under the said Contract.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

Annex “A”

General Policies and Procedures on Electronic/ Online Submission and Receipt of Bids

Legal Basis

The GPPB issued Resolution No. 09-2020 dated 07 May 2020 Approving Measures for The Efficient Conduct of Procurement Activities During A State of Calamity, or Implementation of Community Quarantine or Similar Restrictions. Among the measures introduced by the said Resolution are the following:

- a. All Procuring Entities (PE) are now encouraged to maximize the use of videoconferencing, webcasting and similar technology in the conduct of any of the BAC meetings and the determination of a quorum by the Bids and Awards Committee (BAC). The use of digital signatures in procurement related documents is also encouraged.
- b. Bids may now be submitted through on-line submission. The online or electronic submission and receipt of bids for procurement modalities where a two-envelope procedure or sealed price quotation and use a two-factor security procedure consisting of an archive format compression and password protection is required.
- c. The BAC shall decide whether to allow the online or electronic submission and receipt of bids based on the PE’s procurement needs and capabilities. It shall ensure the security, integrity and confidentiality of the bids submitted and generate an audit trail of transactions for the security, integrity and authenticity of the bid submissions.

User Registration and Payment of Bidding Document Fee

1. The Bidder must pay for the amount indicated in the Invitation to Bid before the Bidder can send their bids through the PSALM online bidding system.
2. After paying the bidding document fee, the Bidder must send an email to the BAC Secretariat BACSec2021@psalm.gov.ph and must attach the following:
 - The picture or screenshot of the transaction or deposit slip
 - The valid email address that will be used in sending the bid
3. After receiving the above email, the BAC Secretariat will inform the PSALM ISTD to whitelist the provided email address and create and share the folder for the particular bidder.
4. The BAC Secretariat will email the Bidder to confirm the receipt of the above information together with the link of the shared folder created by the PSALM ISTD.

5. Only bidders who pay the Bid Document Fee shall be allowed to participate in the e-bidding activities and submit a bid.

Payments can be deposited thru PSALM LBP account with details below:

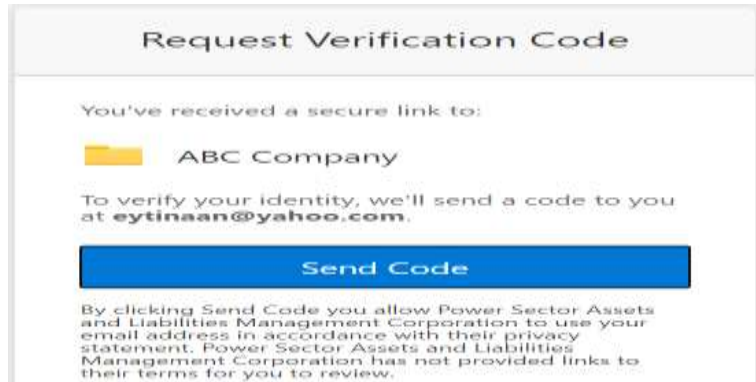
Name of Bank: Land Bank of the Philippines
 Branch: Paseo de Roxas Branch
 Account Name: Power Sector Assets and Liabilities Management Corporation (PSALM)
 Account Number: 1802-1019-68
 LBP Swift Code: TLBPPHMM

Submission of Bids

1. The Invitation to Bid, including the Bidding Documents shall clearly state whether the submission and receipt of bids through electronic means is available for the procurement opportunity.
2. The Bidder shall submit their Bids by uploading it to the provided shared folder at any time before the closing date and time specified in the Bidding Documents.
3. Below are the procedures on how to upload the bidding documents, its format, and the documents it must contain.

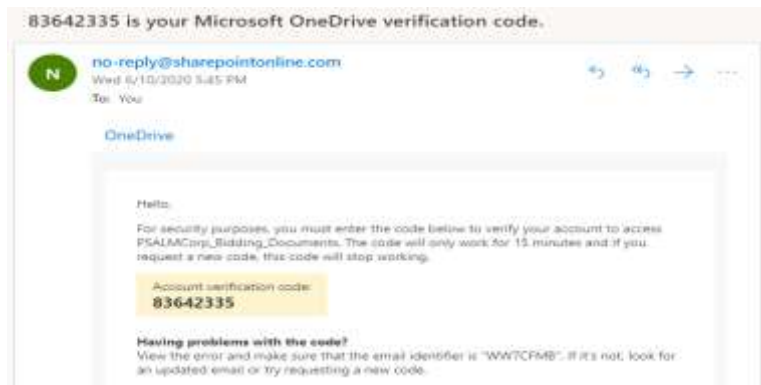
Procedures / Steps on how to submit a Bidding Documents and other required documents
1. The Bidder must follow the “User Registration and Payment of Bidding Document Fee” procedure before submitting the bidding documents.
2. The BAC Secretariat will email the link of the shared folder to the registered email address of the bidder.
3. The Bidder needs to check the email (including the SPAM/Junk folder) from the PSALM BAC Secretariat that contains the link of the shared folder that the Bidder may use in submitting the required Bidding Documents and other requirements.
4. After receiving the email, the Bidder will need to click the link sent by the PSALM BAC Secretariat or copy and paste it to the address bar of any browser.
5. The verification page will appear. The Bidder will need to click the “Send Code” button.

- Verification Page



6. After clicking the “Send Code” button, the verification code will be sent to the Bidder’s registered email address.

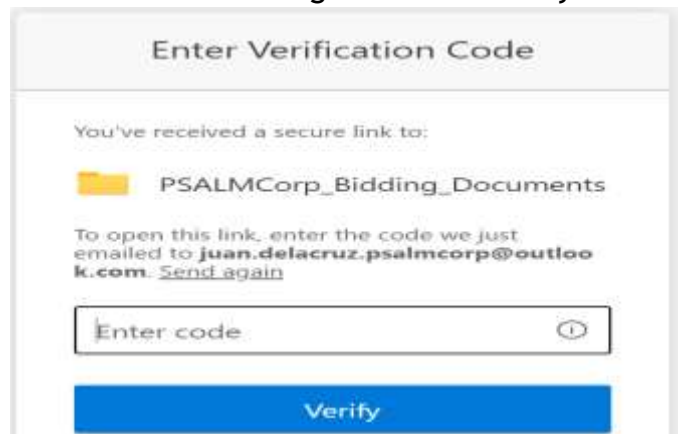
- Verification Code email message



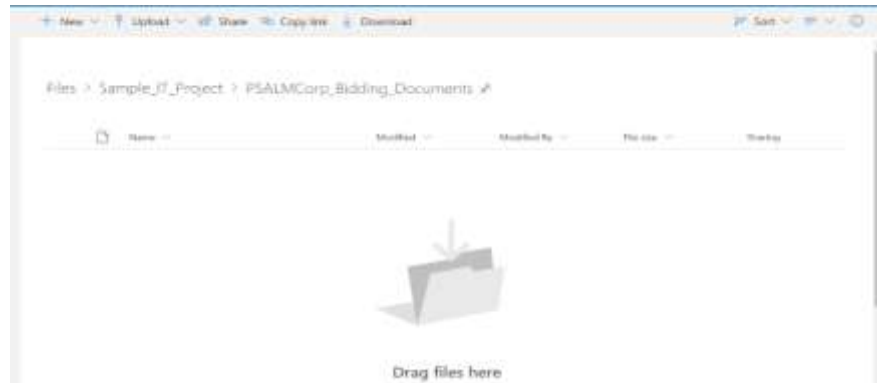
7. Input the verification code to the Verification Page and click verify.

- Verification Page
- The Bidder should enter the code immediately since it has an expiration time. An error will occur once the code has expired.

“The existing code expired, we’ve sent an email with a new code to **juan.delacruz.psalmcorp@outlook.com**. Please use the latest email that has the email identifier **ZYWS02C**.”



8. After verifying the code, the Bidder will be redirected to the shared folder page.



9. The Bidder can now start uploading the Bidding Documents and other requirements until the deadline of submission.

- Bidder is advised to upload the bidding documents before or at least 30 minutes ahead of the deadline. This approach will prevent the Bidder from rushing the Bidding Documents uploads and will have time in reporting if any problem is encountered.

10. An On-line Bidder may modify its bid at any time before the closing date and time for the submission and receipt of bids. The Bidder can delete and upload another Bid equally secured and properly identified. The time indicated in the latest uploaded Bid shall be the official time of submission. Bids submitted after the deadline shall not be accepted.

11. The Bidder must use a two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the bids submitted. The bids shall be composed of the following:

- a. A password protected zipped file containing the two PDF files.
- b. The two PDF files must be named with the following format:
 - i. First Envelope
 - ii. Second Envelope
- c. The first PDF file should be password protected and corresponds to each section of the technical and legal documents, i.e., PhilGEPS Registration Certificate, Statement of all on-going contracts, SLCC, Bid Security, Conformity with Technical Specification, Omnibus Sworn Statement, Forms and Annexes, etc.
- d. The second PDF file must be also password protected and should contain the financial bid.

- Note: The two PDF files should have different passwords. This is to avoid opening the two files at the same time, and when the documentary bid fails during its opening, the financial bid would remain intact and unopened.

12. The Bidder must also upload a text file or notepad file with the following details:

File Name: *Bidder's Company Name_ProjectName.txt*

Contents of the File:

- Procurement Project Title:
- Project Reference No.:
- Company Name:
- Address:
- Name of the bidder's authorized representative:
- Contact Nos.:
- Email address:

13. After uploading all the requirements, the Bidder must send an email to the BAC Secretariat at BACSec2021@psalm.gov.ph and bid.submission@psalm.gov.ph to confirm the uploaded documents and requirements. The Bidder must attach the picture or screenshot of the uploaded documents and requirements.



14. The BAC Secretariat shall send an email to the bidder acknowledging and confirming the bidder's submission.

15. The BAC shall bar all incoming bids 30 minutes after the closing date and time. Upon reaching the deadline of the certain project, the BAC Secretariat will inform the PSALM ISTD to remove the sharing of the folder.

16. After removal of the sharing of the particular folder, the Bidder will not be able to submit any revised documents and requirements.

17. An On-line Bidder may withdraw its bid before the deadline for the submission and receipt of bids.

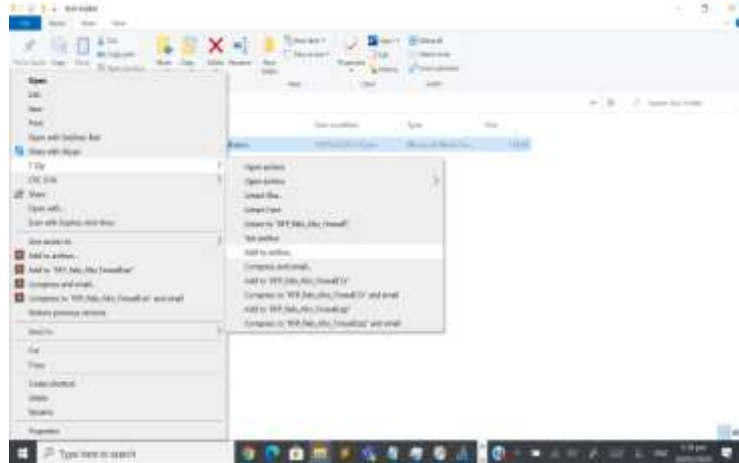
Procedures / Steps on how to ZIP a File with Password

1. User can download a free file archiver software though this link <https://www.7-zip.org/>

2. Install the downloaded software

3. Right click the document that needs to be archived

4. Select 7-zip > Add to archive...



5. Select the destination of the file

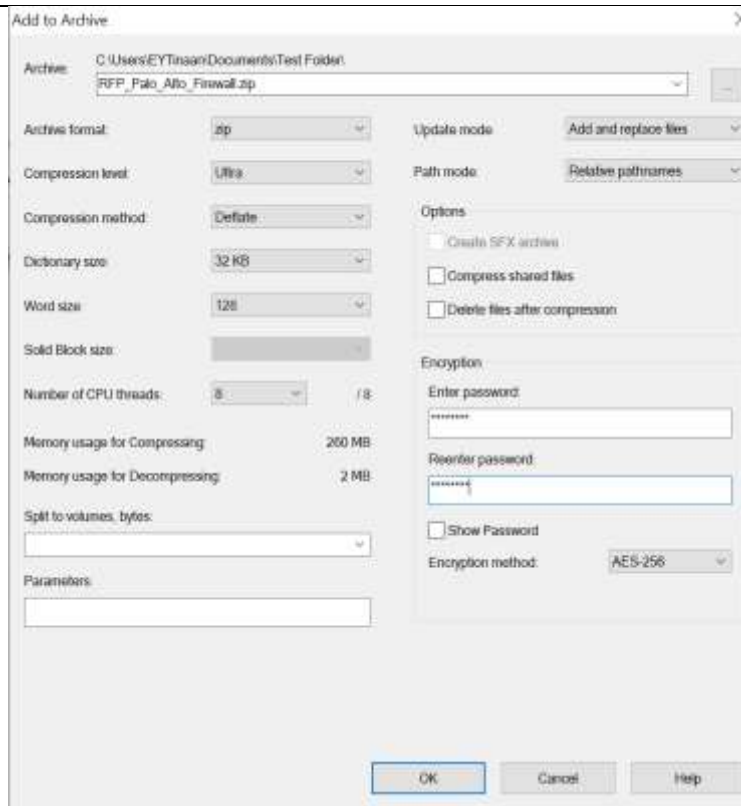
6. Make sure to choose the following:

- a. Archive format - ZIP
- b. Encryption method - AES-256
- c. Compression level - ULTRA
- d. Leave other options to their default value

7. Input the password to the two password fields

8. Make sure that the Show Password is uncheck

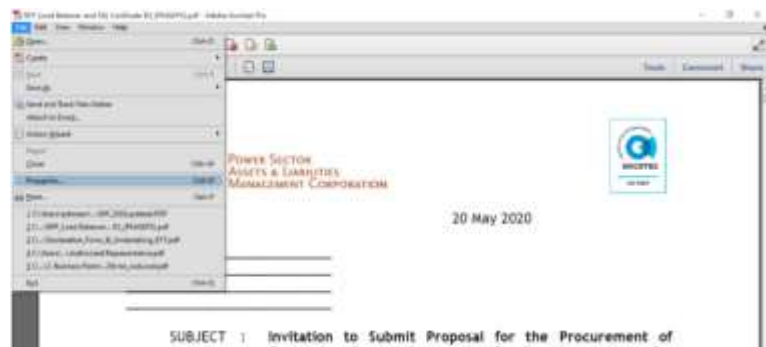
9. Click OK to continue



Procedures / Steps on how to protect a PDF file

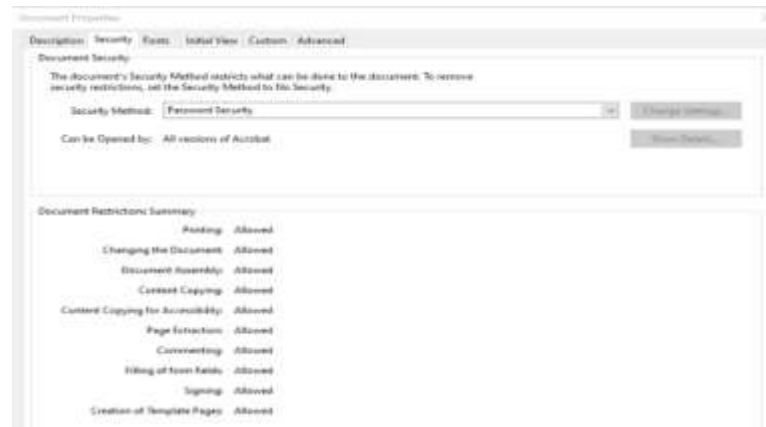
1. Before protecting or putting a password into a PDF file, the user must have an Adobe Acrobat paid version installed or any software that can protect a PDF file.
2. Open the PDF file that needs to be protected. Make sure to open the file to a software that can protect a PDF document. In this example, we used the Adobe Acrobat Pro (Paid Version).

3. Click File > Properties.

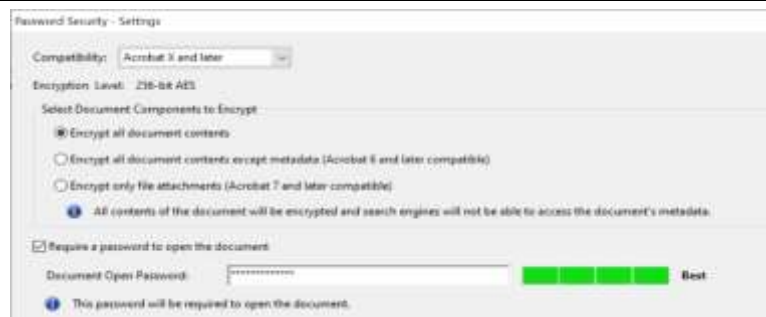


4. Select the Security Tab.

5. In Security Method field, select Password Security.



6. In Password Security settings, select the Acrobat X and Later for the Compatibility field.



7. Tick the checkbox of Require a password to open the document and input the desired password in the password field.
8. Leave all other options to their default values.

9. Confirm the password and click OK.

10. Save the changes made to the file.



Procedures / Steps on how to reduce the size of the PDF file

1. Before reducing the capacity/size of the PDF file, the user must have an Adobe Acrobat paid version installed or any software that can reduce the size of the PDF file.

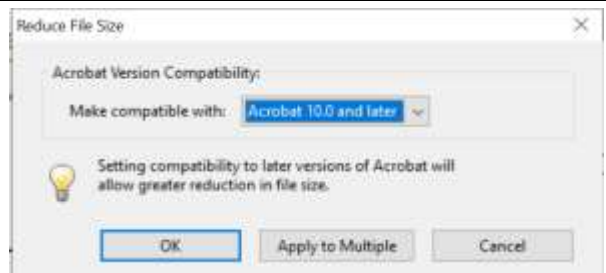
2. Open the PDF file that needs to reduce the capacity/size. Make sure to open the file to a software that can reduce a PDF document. In this example, we used the Adobe Acrobat Pro (Paid Version).

3. Click the File > Save As > Reduced Size PDF.



4. In Make compatible with option, select Acrobat 10.0 and later.

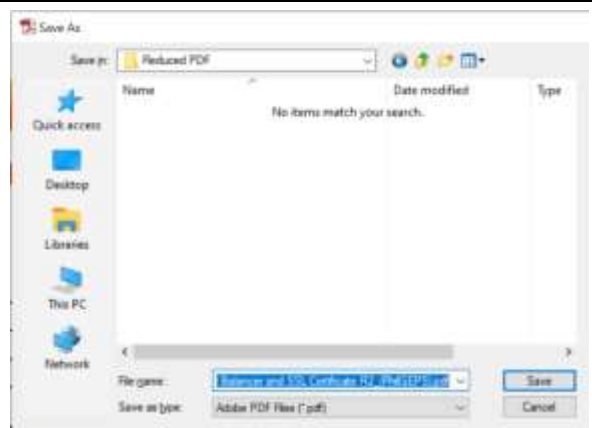
5. Click OK to continue.



6. The Save As window will occur. Select the folder/directory where you want to save the reduced file and enter the name of the file.

7. Compare the original file and the modified file by checking the property size.

8. If successful, the modified file capacity size should be smaller than the original.



Opening of Bids

1. The BAC shall open the bids immediately after the deadline for submission and receipt of bids, and on the bid opening date.
2. During the bid opening, the BAC will make use of appropriate teleconferencing software wherein all bidders are invited to participate including the observers.
3. Before the decryption of electronic bids, the Bidder shall confirm that what the BAC received and what the BAC is about to open is the same file that the Bidder uploaded.
4. The passwords for accessing the files will be disclosed by the Bidder only during the actual bid opening through videoconferencing, webcasting or similar technology. If the password fails to open the file, the Bidder should be given only three tries until the BAC could declare it to be disqualified.
5. The BAC shall open the first PDF file of the Bidder who submitted bids electronically to determine each Bidder's compliance with the documents required to be submitted for eligibility, that is, legal, technical and financial eligibility documents; and for the technical requirements. For this purpose, the BAC shall check the submitted documents of each Bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the Bidder "passed" in relation to the eligibility and technical documents in the first PDF file.
6. Immediately after determining compliance with the requirements in the first PDF file, the BAC shall open the electronically submitted second PDF file of each eligible Bidder whose first PDF file was rated "passed." The second PDF file of each complying Bidder shall be opened within the same day.
7. The BAC shall thereafter proceed to decrypt the electronic Second PDF file of each On-line Bidders whose electronic first PDF file was rated "passed" to determine each Bidder's compliance with the required financial documents.
8. In case one or more of the requirements in the second PDF file of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as "failed".
9. Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

The BAC shall then:

- a. Record all the financial bids but should not be visible to all participants.
- b. After all the financial bids were recorded, the BAC finally shows the financial bids of all bidders and declare who among the bidders is the lowest bidder.

