



16 April 2019

SUBJECT : Invitation to Submit Proposal for the Procurement of Security Services for Agus 5 Hydroelectric Power Plant (Project Reference No. 2019-NP2FB-SS-AGUS5-003-03)

Dear _____:

1. The Power Sector Assets and Liabilities Management (PSALM) Corporation, through the 2019 Corporate Operating Budget (for the portion of the Contract to be performed in 2019) and 2020 Corporate Operating Budget (for the portion of the Contract to be performed in 2020), intends to apply the sum being the Approved Budget for the Contract (ABC) in the amount of **TEN MILLION FOUR HUNDRED FIFTY-TWO THOUSAND PESOS (PhP10,452,000.00)** inclusive of VAT. Proposals received in excess of the ABC shall be automatically rejected at bid opening.
2. PSALM now invites proposals for the Procurement of Security Services for Agus 5 Hydroelectric Power Plant. Bidders must have completed, within three (3) years from the date of submission and receipt of proposals, a single contract similar to the Project which is equivalent to at least fifty percent (50%) of the ABC.

Proposals must be duly received by the BAC Secretariat at 24th Floor Vertis North Corporate Center 1, Astra cor. Lux Drives, North Avenue, 1105 Quezon City on or before the bid submission deadline on **24 April 2019 at 10:00 AM** and will be opened on the same date and venue at **10:15 AM** in the presence of your authorized representative/s who will attend the same. Late proposals shall not be accepted. All Proposals must be accompanied by a bid security in any of the acceptable forms and in the amount stated in II. TECHNICAL DOCUMENTS, Item 6. Bid Security.

3. Bidder may participate in any or all projects to be bid out. The Net Financial Contracting Capacity (NFCC) computation must be sufficient for all contracts to be awarded to the bidder.
4. Provisionary Tax Clearance is not acceptable.
5. PSALM reserves the right to accept or reject any and all proposals, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of Republic Act No. (RA) 9184 and its 2016

Implementing Rules and Regulations (IRR), without thereby incurring any liability to the affected bidder or bidders.

In this regard, may we invite your company to submit a sealed proposal for this project based on the requirements set forth in the *Schedule of Requirements* (Annex A), and *Technical Specifications* (Annex B).

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

I. ELIGIBILITY DOCUMENTS

CLASS "A" Documents

- 1 PhilGEPS Certificate of Registration and Platinum Membership together with Annex "A" in accordance with Section 8.5.2 of the IRR.
 - a. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives.
 - b. Mayor's/Business Permit for 2019 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.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal for CY 2019: Provided, that the renewed permit shall be submitted as a post-qualification requirement.

- c. Tax Clearance Certificate per Executive Order No. 398, s. 2005, issued by the Bureau of Internal Revenue (BIR).

Only a valid TCC issued by BIR pursuant to the above related BIR issuances is acceptable. Provisional Tax Clearance Certificate or any other form is not accepted. For the avoidance of doubt, a TCC issued by the Revenue Regional Office and submitted by a Bidder should be issued on or before the date of effectivity of BIR Revenue Memorandum Order No. 46-2018.

For further clarification on valid TCC, Tax Clearances for Bidding Purposes shall only be valid after the same have been posted in the BIR Website. In case the TCC is not yet posted in the BIR Website, the Bidder must submit a certified true copy of the TCC issued by the BIR, or its original, which will be returned to the Bidder after the bidding process.

- d. The prospective bidder's Audited Financial Statement, showing, among others, the prospective bidder's total and current and liabilities, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission.

In accordance with Section 2 of the Bureau of Internal Revenue Regulation 07-2007, the Audited Financial Statement shall be composed of the following:

- a. Balance Sheet;
 - b. Income Statement/Profit and Loss Statement;
 - c. Statement of Changes in Equity, showing either:
 1. All changes in equity
 2. Changes in equity, other than those arising from transactions with equity holders acting in their capacity as equity holders;
 - d. Statement of Cash Flow;
 - e. Notes, comprising a summary of significant accounting policies and other explanatory notes; and
 - f. Schedules attached to the afore-cited statements.
2. Statement of all its ongoing government and private contracts within the period stated in the BDS, including contracts awarded but not yet started, if any (Form No. ELIG-01)
 3. Statement of Single Largest Completed Contract which is Similar in Nature during the Last Three (3) Years (Form No. ELIG-02)
 4. NFCC computation in accordance with ITB Clause 5.5 (Form No. ELIG-03) or a duly notarized committed Line of Credit from a universal or commercial bank (Form No. PSALM-03)

CLASS "B" Documents

5. If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR. (Form No. ELIG-04)

II. TECHNICAL DOCUMENTS

6. The Bid Security shall be any of the following:
 - a. Duly notarized Bid Securing Declaration (Form No. TEC-01);
 - b. Cash or cashier's/manager's check issued by a Universal or Commercial Bank - 2% of ABC;
 - c. Bank Guarantee - 2% of ABC (Form No. TEC-02);
 - d. Duly Notarized Irrevocable letter of credit - 2% of ABC (Form No. TEC-03); and
 - e. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security- 5% of ABC
7. Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents, using the form prescribed in Section VIII. Bidding Forms (Form No. TEC-04).

Form No. TEC-04 must be accomplished and duly notarized.

8. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 using the form prescribed in Section VIII. Bidding Forms (Form No. TEC-05).

The Omnibus Sworn Statement (Form No. TEC-05) must be accompanied by a duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable, stating that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract.

III. FINANCIAL COMPONENT

- 9 Duly Signed and completed Bid Form (Form No. FIN-01)
- 10 Duly Signed and completed Detailed Bid Price Schedule (Form No. FIN-01A)
- 11 Duly Signed and completed Computation of Bid Price for Security Guard (8-Hour Duty) (Form No. FIN-01B)

Very truly yours,


MARIA ILYN G. ALBITO
Chairperson
BIDS AND AWARDS COMMITTEE

SCHEDULE OF REQUIREMENTS

1.0 General Requirements

The services included in this project consists of, but not limited to, the supply of security services for Agus 5 Hydroelectric Power Plants as indicated in tables below.

One (1) Detachment Commander shall be deployed to supervise the security services of the facilities and installations under this procurement. The DC shall have a regular office hour duty but is required to do spot checking of all security personnel in each area for every shift and as may be required by PSALM from time to time.

1.1 Agus 5 HEPP

POST/AREA	NO. OF SECURITY PERSONNEL POSTED			TOTAL	FIREARMS		Motor Vehicle	CCTV Camera
	Day Shift	Swing Shift	Grave Shift		Pistol	Shot gun	AUV	
Main Gate	2	2	2	6	-	2	-	1
Alert Driver/Roving 1	1	1	1	3	1	-	1	-
Power House Lobby	1	1	1	3	1	-	-	1
Multi-Purpose Hall	1	1	1	3	1	-	-	-
Power House Intake	1	1	1	3	-	1	-	-
Roving Guard 2	1	1	1	3	1	-	-	-
Channel Intake	1	1	1	3	-	1	-	-
Diversion Weir	1	1	1	3	-	1	-	-
Switchyard	1	1	1	3	-	1	-	-
Bailey Bridge	1	2	2	5	1	1	-	-

POST/AREA	NO. OF SECURITY PERSONNEL POSTED			TOTAL	FIREARMS		Motor Vehicle	CCTV Camera
	Day Shift	Swing Shift	Grave Shift		Pistol	Shot gun	AUV	
Fore Bay Area	1	1	1	3	1	-	-	-
Bet Diversion Weir and Swithyard	-	1	1	2	-	1	-	
Shift-in-Charge	1	1	1	3	1	-	-	-
Detachment Commander	1	-	-	1	-	-	-	-
Total				44	7	8	1	2

2.0 Contract Schedule

The contract period is for one (1) year unless sooner terminated for cause, or if the plant or installation is abolished, sold, privatized or turned over to new owner, to commence from the receipt by the Supplier of the Notice to Proceed (NTP). It 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.

3.0 Shift Schedule

- A. The Regular Guard shall have a regular eight (8) hour duty in the following schedules:
1. First Shift: Day (0600H-1400H)
 2. Second Shift: Swing (1400H-2200H)
 3. Third Shift: Grave (2200H-0600H)

4.0 Category of Security Personnel Posted

Facility	Number & Category of Security Personnel			
	Regular	SIC	Detachment Commander	Total
Agus 5 HEPP	40	3	1	44

5.0 Minimum Security Equipment/Monitoring Requirement

1. Firearms. The Supplier shall provide the number of Firearms indicated in 1.1 above.
 - a. Shotguns shall have eighteen (18) rounds each.
 - b. Pistols shall be 9mm caliber with two (2) magazines containing seven (7) rounds each.
2. Pick-up/Asian Utility Vehicle (AUV) with A1 Condition registered under the name of the Supplier. The Supplier shall provide the number of motor vehicle indicated in 1.1 above.
3. Closed Circuit Television (CCTV) systems with monitor. The Supplier shall provide the number of CCTV cameras indicated in 1.1 above. Each CCTV system shall include a desktop computer and shall be capable of storing recordings at 24/7. The Supplier shall submit monthly a copy of recordings for the month on the 10th day of the succeeding month. The recordings shall be in DVD format. Compliance thereto is a criterion for performance evaluation or termination of contract.
4. Each Security Guard-on-duty, Shift-in-Charge, Detachment Commander and Base shall have one handheld radio each with reserve batteries and chargers.

Base shall mean the base radio or over-all command post which is the strategic location within the Plant/Installations to be identified by the Supplier subject to approval by PSALM.

5. Each Security Guard-on-duty shall be equipped with the following:
 - a. Whistle;
 - b. Nightstick (Baton) with horizontal handle as specified under Rule VIII, Section 3 of IRR of R.A. 5487;
 - c. Flashlight;
 - d. First aid kit (belt bag type) to contain basic first aid items which can be used to treat minor injuries; and
 - e. Handcuffs, 1 set.
6. One (1) digital camera.
7. Metal detector shall be available at the main entrance and lobby area.
8. Search Mirror shall be available at the main entrance/gate.
9. One (1) cellular phone, with Php300 pre-paid load per month, to be deployed at PSALM AGSD Office, for easy communication and monitoring. The Supplier shall be charged a corresponding deduction in the billing should it fail to provide this equipment.

10. One (1) cellular phone, available and operational at all times, at the Project Site.

All required materials and equipment for the facility should be available during the Post Qualification Evaluation.

6.0 Uniform Requirement

1. Type A Uniform as prescribed by pertinent policies.
2. Uniform for security guards may be relaxed in areas with no operational office or facility.
3. Type B uniform or Patrol shirt may be allowed for security guards assigned in Roving Post.

The Detachment Commander, as Security Officer (SO), is required to wear fast navy blue, short sleeves, shoulder straps, two breast pockets with cover flaps and navy blue front buttons.

7.0 Additional Allowance

In view of additional educational requirements and duties as Shift-In-Charge and Detachment Commander. Additional Allowances shall be added to their salaries as follows:

Category	Additional Allowance
Shift-In-Charge	One Thousand Pesos (PHP 1,000.00)
Detachment Commander	One Thousand Five Hundred Pesos (PHP 1,500.00)

TECHNICAL SPECIFICATIONS

A. Scope of Work

- A.1 The services to be performed by the Supplier shall essentially consist of security services by forty (40) licensed and uniformed Regular Guards, three (3) Shift-in-Charge, and one (1) Detachment Commander, with communication equipment, firearms and ammunition, and standard protective gear as may be required. Services shall also include the provision of security investigative and supervisory personnel.
- A.2 The services shall include the areas specified in Section VI. Schedule of Requirements.
- A.3 The Detachment Commander is required to do spot checking of all security personnel in each area for every shift as may be required by PSALM from time to time.

B. Manpower Requirements

- B.1 The Supplier shall assign and provide PSALM with qualified, acceptable, licensed, bonded, armed, and trained security personnel who possess the following minimum qualifications:
- 1) Regular guards must be high school graduates. The Detachment Commander must have completed at least second year college;
 - 2) Must have the following attributes:
 - For Female - Must be physically and mentally fit, at least 5 feet and 2 inches in height; weight of no less than 100 lbs.; of legal age; and, not addicted to or dependent on prohibited drugs or intoxicating liquor;
 - For Male - Must be physically and mentally fit, at least 5 feet and 4 inches in height; weight of no less than 120 lbs.; of legal age; and, not addicted to or dependent on prohibited drugs or intoxicating liquor; and,
 - 3) Must be of good moral character and possess no derogatory records from the Philippine National Police and National Bureau of Investigation.
- B.2 The Supplier shall provide a copy of the Bio-Data of each security guard enclosed with valid Security Guard License, Local Clearances, Medical Report, Drug Test Result, and Certificate of Training. The Supplier must

submit certified true copies of said licenses to PSALM before deployment of security personnel.

- B.3 Based on the exigencies of service, PSALM reserves the right to vary at anytime the security services requirements as allowed under R.A. 9184 including but not limited to the number of security personnel, firearms, communication equipment, etc., which shall be in the form of addendum to the Contract. Such variations may be in the form of: (i) increase or reduction in the number of security personnel deployed; or (ii) extending security services to the other installation(s) of PSALM, subject to the limitations as provided in this Contract.
- B.4 Any violation of the foregoing provisions shall be considered as substantial contractual breach and shall entitle PSALM to immediately terminate this Contract with forfeiture of any and all sums due or payable to the Supplier under the Contract.

C. Equipment/Materials Specifications

- C.1 The Supplier shall ensure that all security personnel of the Supplier are familiar with and are competent and capable of rendering security services necessary to efficiently protect and preserve the Facility/Facilities and are knowledgeable on the use and care of the firearms/equipment entrusted to them, and shall undergo periodic training and practice to improve their proficiency in the use of the same.

- C.2 Minimum specifications of Service Pistol for Security Personnel:

Caliber	:	9 mm
Action	:	Semi-Automatic
Capacity	:	Seven (7) rounds minimum
Sights	:	Fixed
Finish	:	Blued
Magazines	:	Two (2)

- C.3 Minimum specifications of Shotgun:

Action	:	Pump action, side ejecting
Gauge	:	12 GA. 3" MAG
Choke	:	Open Cylinder
Capacity	:	4 + 1 shells
Barrel Length	:	18 ½ inches
Weight (empty)	:	6 lbs. (2.8 kgs)
Finish	:	Parkerized

- C.4 Minimum specifications of CCTV Camera:

CAMERA	GENERAL
Image Sensor: 2.4MP CMOS Image Sensor Signal System: NTSC Effective Pixels 1920 (H) × 1080 (V) Min. illumination: 0.1 Lux@(F1.2,AGC ON), 0 Lux with IR Shutter Time: 1/25 (1/30) s to 1/50,000 s Lens: 2.8 mm, 3.6 mm, 6 mm optional Field of view: 103° (2.8 mm), 82.2° (3.6 mm), 54° (6 mm) Lens Mount: M12 Day & Night: ICR Angle Adjustment: Pan: 0° to 360°, Tilt: 0° to 75°, Rotation: 0° to 360° Synchronization: Internal synchronization Video Frame Rate: 1080p@25fps/1080p@30fps HD Video Output: 1 analog HD output S/N Ratio >62 dB	Operating Conditions: -40 °C to 60 °C (-40 °F to 140 °F), Humidity: 90% or less (non-condensation) Power Supply: 12 V DC±15% Power Consumption: Max. 4 W Protection Level: IP66 IR Range: Up to 20 m Dimensions 89.47 × 67.6 mm (3.52" × 2.7") Weight 340 g (0.75 lb.)

C.5 Minimum Specifications of the Short-Range Handheld Radio for Security Personnel:

VHF or UHF Scanning Portables; 4-watt output, 15 channels plus 1 scan channel; with busy channel lockout. All-metal chassis and palm-size compact design .38 CTCSS and 83 DCS tones enable users to have frequencies that others are using without hearing them. 6 volt/1300 mAh nickel-metal hydride battery, with battery saver and low-battery alert. Battery saver function can be turned on/off by the dealer.

Features include:

- 16 Channels
- PC Programmable Software Options
- Battery Saver
- Busy channel Lockout
- 38 CTCSS Privacy Codes per channel
- Digital Coded Squelch programmable
- Up to 7-miles range
- Standard 1300mAh Ni-MH high-capacity battery pack
- Channel spacing 25/12.5 kHz
- 150-174 mHz VHF or 450-470 mHz UHF
- Time-out timer
- Priority scan function

D. Security Plan, Disaster Preparedness Plan and Security Reporting Manual

D.1 The Supplier shall submit the following to PSALM:

- a. Security Plan describing the qualifications of personnel, duties and responsibilities of security personnel, composition and

disposition/deployment of security personnel, communication and support equipment, training and any other programs to be proposed by the Bidder; and

- b. The Security Plan shall include; (i) a disaster preparedness plan (including but not limited to earthquake, fire, flood, bomb threat, or any calamities or acts of God); and (ii) a manual or set of procedures regarding reporting to PSALM.
- D.2 The Supplier shall at all times inform PSALM of any attempted or consummated security breach in the Facility/Facilities not later than twenty-four (24) hours from the occurrence of the incident through the submission of an Incident Report that provides all relevant details and shall take steps to prevent the theft or pilferage of items, as well as the proliferation of squatters, in the Facility/Facilities. All reported losses of PSALM assets and properties owned by PSALM personnel or guests shall be investigated by PSALM and the Supplier. If after such investigation, it is found that the loss is due to the negligence or fault of Supplier or any of its security personnel, then such loss may be a ground for termination of security services without prejudice to the institution of appropriate criminal and civil actions against the persons concerned.
- D.3 The Supplier shall assume full responsibility and compensate PSALM for any loss, damage, theft, robbery, trespass or injury to life and/or property within its area under its security and protection due to the willful act or negligence of its security personnel.
- D.4 The Supplier shall ensure that its security personnel will strictly follow instructions and notices that PSALM may provide to the Supplier from time to time (i.e. who may or may not be allowed to enter and the like).
- D.5 The Supplier shall submit a quarterly inventory of residents/households within their jurisdiction.

E. Rights of PSALM to Terminate the Contract

- E.1 It is expressly understood herein that the relationship of Supplier with PSALM is based purely on the trust and confidence of the latter in the former and that PSALM shall have the right to terminate the Contract in case of loss of said trust and confidence in Supplier, upon thirty (30) days prior written notice to Supplier.
- E.2 PSALM shall also have the right to terminate the Contract upon thirty (30) days prior written notice to the Supplier, if through PSALM's own determination, any of the following incidents occurred or has likely occurred:

- 1) Supplier or Supplier's security personnel have willfully and intentionally, or through negligence, caused the death of, or has inflicted physical injury to, any person or PSALM personnel inside the Facility;
- 2) Supplier or Supplier's security personnel have caused: (i) irreparable damage to the prestige or any vital interest of PSALM; (ii) destruction of PSALM property and equipment; or (iii) economic loss to PSALM by personal participation or non-performance of his duties and responsibilities;
- 3) Supplier violated any obligation required under this Contract and refused to comply and/or remedy the violation within a reasonable period prescribed by PSALM;
- 4) Supplier failed to timely pay the salaries or any labor benefits of any security personnel in accordance with PSALM Form Nos. FIN - 01A, and 01B for two consecutive billing periods;
- 5) PSALM discovered that the Supplier resorted to unauthorized, illegal, involuntary and unreasonable deductions, resulting to short and underpayment of salaries of security personnel;
- 6) Supplier increased or decreased the number of security personnel agreed upon with PSALM without written approval of PSALM;
- 7) Supplier or Supplier's security personnel tampered or falsified individual time records of the security personnel; and
- 8) Supplier or Supplier's security personnel committed any breach of this Contract.

E.3 PSALM shall have the right to terminate the award of this Contract when the Supplier, upon written notice, fails to comply with any or all of the following, before the initial posting:

- 1) Open special bank accounts for the purpose of the separation of the: (i) payroll fund for the guards; and (ii) agency fee. Said bank accounts shall be presented to PSALM;
- 2) Present physically to PSALM (Head of Installation or his designee) all the equipment requirement under this Contract, including the list of names of security personnel to be posted; and
- 3) Provide the performance bond as required under this Contract.

E.4 PSALM may, without incurring any liability whatsoever, terminate the contract with the Supplier in whole or in part if the plant or installation is abolished, sold, privatized or turned over to the new owner.

- E.5 In the event of failure by the Supplier to satisfactorily perform and render the service stated in this contract or declaration of a strike by the security personnel against either party or both, or of intervening legal impediments, PSALM shall have the right to terminate this Contract. If the Supplier is culpable or contributory to the cause of termination, PSALM may likewise confiscate or forfeit the performance bond of the Supplier, without prejudice to payment by the Supplier of penalties as well as property losses or damages that PSALM may have suffered as a result thereof.
- E.6 The Supplier warrants that it shall comply with all the existing pertinent laws, rules and regulations and any violation thereof which adversely affects the quality and efficiency of the service shall be a ground for termination of this Contract.

F. Post-Qualification

- F.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.

In addition, the bidder with the Lowest Calculated Bid shall submit certified true copies of the following documents:

- 1) License to Operate issued by Supervisory Office for Security and Investigation Agencies (SOSIA), Philippine National Police (PNP);
- 2) Taxpayer's Identification Number (TIN), Bureau of Internal Revenue (BIR) Registration Certificate;
- 3) Affidavit of Commitment of Agency/Applicant (Form No. PSALM-05);
- 4) Clearance from Cluster Head Legal and Collection Group Social Security System (SSS) that it is up-to-date in remitting its contribution, Salary/Calamity Loan amortization with SSS Branch Office near its business address issued within the three (3) month period prior to the bid opening date. (SSS Office Order No. 2011-055 Authorizing the Cluster Legal Heads to Sign and Issue SSS Clearance);
- 5) Latest disposition of Clients, Security Personnel and Firearms submitted to SOSIA, PNP;
- 6) List of Key Personnel/Officials and Organizational Chart (Form No. PSALM-06 and 07);

- 7) List of Agency-Owned Motor Vehicles and Communications Equipment to be supplied to the facility (Form No. PSALM-08). Attach photocopies of proof of ownership;
- 8) List of Agency-Owned Licensed Firearms to be supplied to the facility (Form No. PSALM-09). Attach photocopies of proof of ownership;
- 9) Location map of business establishment (owned or rented), its address and telephone number;
- 10) List of licensed Security Personnel to be assigned to the facility (Form No. PSALM-10);
- 11) Certificate of SSS registration as employer;
- 12) Home Development Mutual Fund (Pag-IBIG Fund) Certificate as an employer
- 13) Philippine Health Insurance Corporation (PhilHealth) Certificate as an employer
- 14) Security Plan for review and approval.

NOTE: The latest income and business tax returns are those filed within the last six (6) months preceding the date of bid submission.

Latest Annual ITR shall refer to the ITR for the year **2017** filed in **2018** (for bidders who have not yet filed their Annual ITR in 2018). 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.

Latest Business Tax Return refers to Value Added Tax (VAT) and/or Percentage Tax Returns, whichever is applicable covering the last quarter and month prior to the bid opening. Bidders filing both the VAT and Percentage Tax Returns must submit both returns.

- F.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

G. Billing Requirements

- G.1 Billing period is every first (1st) day of the month up to the last day of the month (the "Billing Period"). For processing of billing, the Supplier

shall submit to PSALM the billing together with supporting documents specified in the Billing Requirements Checklist attached as Annex “A” of the Contract not later than thirty (30) days from the end of each billing period.

- 1.1. PSALM’s Administration and General Services Division (AGSD) shall examine and verify the billing and the billing requirements submitted by the Supplier and shall return to the Supplier documents that are deficient/incomplete for compliance. Failure to submit any supporting documents or failure to correct deficient documents as directed shall be a sufficient basis for PSALM to withhold payments due for such billing period. Billing shall be processed and approved chronologically to avoid confusion.
- G.2 Should there be new laws or issuances promulgated by the Government, which may increase the *minimum wage* or SSS, Philhealth, Employee’s Compensation premium, PAG-IBIG Fund premium, bonuses or taxes presently applicable, there shall be a corresponding adjustment in the contract price in an amount consistent with approved PNP-SOSIA/PADPAO adjusted rates starting from the effectivity date of such adjustment. The claim on such adjustment must be supported by a request by the Supplier and other relevant documents, as may be requested by PSALM.
 - G.3 The Supplier shall submit a Sworn Certification from the Detachment Commander and Shift-In-Charge that the additional allowances were received by him, as required under Item 7.0, Section VI- Schedule of Requirements.
 - G.4 The Supplier hereby agrees to undertake the appropriate compensatory action and/or effect payment of penalties for violations of any of the following:

SUPPLIER’S VIOLATIONS	PENALTY
a. Loss or damage of materials/equipment at the area of responsibility	The actual value of the loss or extent of damages of such property and termination of Contract.
b. Incomplete equipment/facilities on site as committed under this Contract	One Thousand Five Hundred Pesos (PhP1,500.00) per lacking item, to be deducted from billing for the period.
c. Failure to provide the required service vehicle.	PhP500.00 per vehicle per day.
d. Failure to issue firearm to posted guard.	PhP500.00 per post per day.

SUPPLIER'S VIOLATIONS	PENALTY
e. Issued a firearm without license.	PhP500.00 per firearm w/o license per day.
f. Issued a defective firearm to a posted guard.	PhP200.00 per firearm per day.
g. Issued a firearm, not owned or licensed in the name of the Supplier, to a posted guard.	
h. Issued a firearm of lower caliber than required by the Contract.	PhP100.00 per firearm per day.
i. Not issued any magazine or holster for extra ammunition.	PhP100.00 per magazine per day.
j. Failure to issue the required communication equipment.	PhP200.00 per radio or communications equipment per day.
k. Security personnel without whistle, night stick and flashlight while on night duty and raincoat/umbrella during bad weather conditions.	PhP50.00 for 1 st offense, PhP100.00 for 2 nd offense, and PhP200.00 for 3 rd offense and for the 4 th offense, termination of the guard.
l. Posting of unqualified guard(s).	PhP200.00 per day per guard and removal of the guard from any detail upon receipt of PSALM's notice.
m. Incomplete guard posting.	One-day guard's pay deduction per absentee guard posting from the billing for the period.
n. Abandonment of Post.	PhP200.00/guard/day and termination of the guard's service upon receipt of the written notice from the installation head.
o. Improper uniform, drinking, smoking, misbehaving of security personnel during their duty.	Replacement of security personnel concerned and deduction of one-day guard's pay per guard involved from the billing for the period.
p. Providing confidential information or access to restricted areas to unauthorized person(s).	Termination of the security personnel upon written notice.
q. Indiscriminate firing of his service firearm.	
r. Playing with his service firearm or allowing others	

SUPPLIER'S VIOLATIONS	PENALTY
to play or tinker with his firearm.	
s. Commission of scandalous or disorderly conduct within the installation premises.	
t. Conduct of extortion activities.	
u. Display of discourteous or rude conduct, or failure to respect or render courtesy to PSALM official, employee or visitor.	PhP100.00 per incident and termination of the guard's service upon receipt of written notice by the installation head.
v. Sleeping on duty.	
w. Unauthorized overtime.	PhP100.00 /guard/violation
x. Unauthorized absence.	PhP100.00 per incident of failure to report to duty.
y. Failure of the posted security guard to carry his license as Private Security Personnel.	PhP100.00 per incident.
z. Reading newspaper, comics, and other unofficial reading materials while on duty.	PhP50.00 for 1 st offense, PhP100.00 for 2 nd offense, and PhP200.00 for 3 rd offense and for the 4 th offense, termination of the guard.
aa. Sporting the non-regular haircut, beard/mustache or improper uniform while on duty.	
bb. Engaging in prolonged or unnecessary conversation over the telephone/cellphones or with visitors/employees or texting while on duty.	
cc. Tardiness.	
dd. Unnecessary use of cellphones/gadgets.	

G.5 The amount due shall be deducted by PSALM from any claims due to the Supplier under the Contract.

H. Taxes

H.1 Pursuant to Executive Order 398 dated 12 January 2005, the Supplier shall regularly present, within the duration of this contract, a tax

clearance from the BIR as well as a copy of its income and business tax returns duly stamped received by the BIR.

- H.2 All taxes due and payable by reason of this Contract shall be for the account of the Supplier.

I. Others

- I.1 The Supplier shall ensure that the discipline and management of security personnel shall be in conformity with the rules and regulations of the Philippine National Police-Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) and other pertinent legal issuances, as well as those of the Supplier, other government agencies duly authorized for the purpose and/or rules and policies laid down by PSALM on the matter.
- I.2 The Supplier shall assign security personnel based on a schedule of Post Assignments to be provided by PSALM. The Supplier shall replace any security personnel who fails to meet the performance evaluation of PSALM or are found guilty of acts inimical to PSALM's interest. Otherwise, PSALM may consider the same a valid cause for the immediate termination of the Contract.
- I.3 It is expressly agreed and understood that the security personnel of the Supplier are not employees of PSALM and 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's employees or security personnel assigned to the premises of Agus 5 Hydroelectric Power Plants during the performance of their duties.
- I.4 Insofar as any and all security 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 the Labor Code, Social Security Law, Employees' Compensation Act, Philhealth Act, HDMF Law and other related welfare legislations/issuances. The Supplier further agrees and binds itself to save and hold PSALM free from any liability which may arise therefrom.

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 security personnel by reason of their employment by the Supplier under decrees and/or laws pertinent to employer-employee relationship.

- I.5 It is expressly understood and agreed that the security personnel/guards 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

security guards/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 security 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's employees or security personnel assigned to the Facility during the performance of their duties.

- I.6 The determination of wages or compensation of the security personnel shall not be lower than that prescribed under the prevailing DOLE Wage Order.

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)

Designation : _____

Date : _____

Form No. ELIG-02

Statement of Single Largest Completed Contract which is Similar in Nature During the last three (3) 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)

Designation : _____

Date : _____

Form No. ELIG-03

Financial Documents for Eligibility Check

- A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the 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.

Form No. ELIG-04

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 _____, 2019, 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 2019.

Form No. TEC-01

Bid Securing Declaration Form

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

X-----X

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, proposals 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;

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.

(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.

IN WITNESS WHEREOF, I/we have hereunto set my/our hands this ___ day of _____ 2019 at _____.

**[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's Title/Designation]
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 2019.

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 _____ 2019.

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 Proposals 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 No. TEC-03

Form of Bid Security (Irrevocable Letter of Credit)

Date: _____

OFFICE OF THE PRESIDENT AND CEO
Power Sector Assets and Liabilities
Management Corporation
24th Floor Vertis North Corporate Center I,
Astra cor. Lux Drives, North Avenue,
1105 Quezon City

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 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 _____, 2019, 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 2019.

Form No. TEC-04

**Conformity with Section VI (Schedule of Requirements) and
Section VII (Technical Specifications)**

(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 _____, 2019, 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 2019.

Omnibus Sworn Statement

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

AFFIDAVIT

I, _____ of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of *(Name of Bidder)* with office address at *(address of Bidder)*;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;
3. *(Name of Bidder)* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *(Name of Bidder)* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of *(Name of Bidder)* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. *(Name of Bidder)* complies with existing labor laws and standards;
8. *(Name of Bidder)* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;

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

9. *(Name of Bidder)* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2019.

Bid Form

Date: _____
Invitation to Bid No: _____

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

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 the **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:4

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 _____ 2019.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Detailed Bid Price Schedule

Date: _____

Project: Procurement of Security Services for Agus 5 Hydroelectric Power Plants

Code: Project Reference No. 2019-NP2FB-SS-AGUS5-003-03

Date of Bidding: _____

Time of Bidding: _____

(Bidder Name/Address/Tel. No.)

<u>Category</u>	<u>Rate/Month</u>	<u>Additional Allowance</u>	<u>No. of Security Personnel</u>	<u>Month Total</u>	<u>Year Total</u>
Regular Guards			40		
Shifts-in-Charge			3		
Detachment Commander			1		

Total for one (1) year (amount in words and figures):

_____ (Php _____).

Note:

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

Authorized Official/Position

Signature/Date

Computation of Bid Price for Security Guard (8-Hour Duty)

COST DISTRIBUTION OF SECURITY SERVICES		
	Days worked per week	7 days
	No. of days per year	396.5 days
	Hours worked per day	8 hours
A.	AMOUNT TO GUARD	
	Average Pay/Month (DW x no. of days per year/12)	
	Night Differential Pay (Ave. Pay/mo. x 10% x 1/3)	
	13th Month Pay (DW x 365/12/12)	
	5-day Incentive Pay (DW x 5/12)	
	Uniform Allowance (R. A. 5487)	
	TOTAL (A)	PhP
B.	AMOUNT TO GOV'T. IN FAVOR OF GUARD	
	Retirement Pay (RA 7641) (DW x 22.5/12)	
	SSS Premium	
	Philhealth Contribution	
	State Insurance Fund	
	Pag-Ibig Fund	
	TOTAL (B)	PhP
C.	TOTAL (A + B)	PhP
D.	AGENCY FEE*	PhP
E.	VAT (Agency Fee x 12% (VAT-RMC-039-2007))	PhP
F.	Monthly Rate (C+ D + E)	PHP

Note:

“Amount must comply with the minimum statutory benefits as provided in ANNEX C”.

**Statutory Minimum Amount to Guard and
Amount to Government in Favor of Guards
(8-Hour Duty)**

COST DISTRIBUTION OF SECURITY SERVICES			
Days worked per week		7 days	
No. of days per year		396.5 days	
Hours worked per day		8 hours	
A.	AMOUNT TO GUARD		
	Average Pay/Month (DW x no. of days per year/12)		12,060.21
	Night Differential Pay (Ave. Pay/mo. x 10% x 1/3)		402.01
	13th Month Pay (DW x 365/12/12)		925.17
	5-day Incentive Pay (DW x 5/12)		152.08
	Uniform Allowance (R. A. 5487)		100.00
	TOTAL (A)	PhP	13,639.47
B.	AMOUNT TO GOV'T. IN FAVOR OF GUARD		
	Retirement Pay (RA 7641) (DW x 22.5/12)		684.38
	SSS Premium		920.80
	Philhealth Contribution		165.83
	State Insurance Fund		10.00
	Pag-Ibig Fund		100.00
	TOTAL (B)	PhP	1,881.01
C.	TOTAL (A + B)	PhP	15,520.48
D.	AGENCY FEE*	PhP	
E.	VAT (Agency Fee x 12% (VAT-RMC-039-2007))	PhP	
F.	Monthly Rate (C+ D + E)	PHP	

CONTRACT

SECURITY SERVICES FOR AGUS 5 HYDROELECTRIC POWER PLANTS
(Project Reference No. 2019-PB-SS-AGUS5-003-02)

Signed in the Presence of:

REY EVINCE R. VALENCIA
TWG-Head
PSALM Corporation

THIS CONTRACT made this ____ day of _____ between **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 CEO, **IRENE JOY BESIDO-GARCIA** hereinafter called "PSALM";

-and-

_____ with principal address at _____, Philippines, represented by its _____, _____ hereinafter called "the Supplier";

WITNESSETH THAT:

WHEREAS, PSALM is in need of security services to provide protection to the _____ (the "Facility/Facilities") against theft, pilferage, robbery, damage or loss, malicious mischief, trespass and unlawful entry through force, intimidation, threat, strategy or stealth, assault, arson, or other unlawful and destructive acts;

WHEREAS, PSALM invited Bids for certain **Procurement of Security Services for Agus 5 Hydroelectric Power Plants (Project Reference No. 2019-PB-SS-AGUS5-003-02)** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*contract price in words and figures*] (hereinafter called "the Contract Price").

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agreed and do hereby mutually agree to be bound by the covenants and stipulations herein set forth as follows:

Supplier:

ARTICLE 1

DOCUMENTS COMPRISING THE CONTRACT

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

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract (GCC);
- (e) the Special Conditions of Contract (SCC);
- (f) the Performance Security;
- (g) the Notice of Award;
- (h) the Notice to Proceed; and
- (i) the Security Plan.

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

2. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to in the Contract Documents.

ARTICLE II

SCOPE OF WORK

1. The services to be performed by the Supplier shall essentially consist of security services by (number)(___) licensed and uniformed regular guards, and one (1) Detachment Commander, with communication equipment, firearms and ammunition, and standard protective gear as may be required, as specified in the Technical Specifications and Schedule of Requirements of the Contract Documents. The Supplier shall likewise follow the Shift Schedule stated in the Schedule of Requirements of the Contract Documents.
2. The services shall include the areas specified in the Schedule of Requirements of the Contract Documents, summarized as follows:

POST/AREA	NO. OF SECURITY PERSONNEL POSTED			TOTAL	FIREARMS		Motor Vehicle		CCTV Camera
	Day Shift	Swing Shift	Grave Shift		Pistol	Shotgun	Pick-up/A UV	Motor Cycle 125cc	
Total									

3. Based on the exigencies of service, PSALM reserves the right to vary at anytime the security services requirements as allowed under R.A. 9184 including but not limited to the number of security personnel, firearms, communication equipment, etc., which shall be in the form of addendum

to the Contract. Such variations may be in the form of: (i) increase or reduction in the number of security personnel deployed; or (ii) extending security services to the other installation(s) of PSALM, subject to the limitations as provided in this Contract.

ARTICLE III

CONTRACT PROVISIONS/REQUIREMENTS

1. The Supplier shall assign and provide PSALM with qualified, acceptable, licensed, bonded, armed, and trained security personnel who possess the minimum qualifications stated in the Manpower Requirements of the Contract Documents.
2. The Supplier shall ensure that all security personnel of the Supplier are familiar with and are competent and capable of rendering security services necessary to efficiently protect and preserve the Facility/Facilities and are knowledgeable on the use and care of the firearms/equipment entrusted to them, and shall undergo periodic training and practice to improve their proficiency in the use of the same.
3. The Supplier shall submit the following to PSALM:
 - a. Security Plan describing the qualifications of personnel, duties and responsibilities of security personnel, composition and disposition/deployment of security personnel, communication and support equipment, training and any other programs to be proposed by the Bidder; and
 - b. The Security Plan shall include; (i) a disaster preparedness plan (including but not limited to earthquake, fire, flood, bomb threat, or any calamities or acts of God); and (ii) a manual or set of procedures regarding reporting to PSALM.

The approved Security Plan will be required prior to the signing of the Contract, and shall form part of the Contract Documents.

4. The Supplier shall at all times inform PSALM of any attempted or consummated security breach in the Facility/Facilities not later than twenty-four (24) from the occurrence of the incident through the submission of an Incident Report that provides all relevant details and shall take steps to prevent the theft or pilferage of items, as well as the proliferation of squatters, in the Facility/Facilities. All reported losses of PSALM assets and properties owned by PSALM personnel or guests shall be investigated by PSALM and the Supplier. If after such investigation, it is found that the loss is due to the negligence or fault of Supplier or any of its security personnel, then such loss may be a ground for termination of security services without prejudice to the institution of appropriate criminal and civil actions against the persons concerned.

5. The Supplier shall assume full responsibility and compensate PSALM for any loss, damage, theft, robbery, trespass or injury to life and/or property within its area under its security and protection due to the willful act or negligence of its security personnel.
6. The Supplier shall ensure that its security personnel will strictly follow instructions and notices that PSALM may provide to the Supplier from time to time (i.e. who may or may not be allowed to enter and the like).
7. Billing period is every first (1st) day of the month up to the last day of the month (the "Billing Period"). For processing of billing, the Supplier shall submit to PSALM the billing together with supporting documents specified in the Billing Requirements Checklist herein attached as Annex "A" not later than thirty (30) days from the end of each billing period.
 - 7.1. PSALM's Administration and General Services Division (AGSD) shall examine and verify the billing and the billing requirements submitted by the Supplier and shall return to the Supplier documents that are deficient/incomplete for compliance. Failure to submit any supporting documents or failure to correct deficient documents as directed shall be a sufficient basis for PSALM to withhold payments due for such billing period. Billing shall be processed and approved chronologically to avoid confusion.
 - 7.2. Should there be new laws or issuances promulgated by the Government, which may increase the *minimum wage* or SSS, Philhealth, Employee's Compensation premium, PAG-IBIG Fund premium, bonuses or taxes presently applicable, there shall be a corresponding adjustment in the contract price in an amount consistent with approved PNP-SOSIA/PADPAO adjusted rates starting from the effectivity date of such adjustment. The claim on such adjustment must be supported by a request by the Supplier and other relevant documents, as may be requested by PSALM.
8. The Supplier shall ensure continuing compliance with labor laws and standards throughout the effectivity of this Contract and shall ensure that entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by PSALM or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, Supplier agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the right of PSALM to terminate this Contract and the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

ARTICLE IV

TERMINATION

1. It is expressly understood that the relationship of Supplier with PSALM is based purely on trust and confidence and that PSALM shall have the right to immediately terminate the Contract in case of loss of said trust and confidence in Supplier, upon thirty (30) days prior written notice to Supplier.
2. PSALM shall also have the right to terminate the Contract upon thirty (30) days prior written notice to the Supplier, if through PSALM's own determination, any of the following incidents occurred or has likely occurred:
 - 1) Supplier or Supplier's security personnel have willfully and intentionally, or through negligence, caused the death of, or has inflicted physical injury to, any person or PSALM personnel inside the Facility;
 - 2) Supplier or Supplier's security personnel have caused: (i) irreparable damage to the prestige or any vital interest of PSALM; (ii) destruction of PSALM property and equipment; or (iii) economic loss to PSALM by personal participation or non-performance of his duties and responsibilities;
 - 3) Supplier violated any obligation required under this Contract and refused to comply and/or remedy the violation within a reasonable period prescribed by PSALM;
 - 4) Supplier failed to timely pay the salaries or any labor benefits of any security personnel in accordance with PSALM Form Nos. FIN - 01A, and 01B for two consecutive billing periods;
 - 5) PSALM discovered that the Supplier resorted to unauthorized, illegal, involuntary and unreasonable deductions, resulting to short and underpayment of salaries of security personnel;
 - 6) Supplier increased or decreased the number of security personnel agreed upon with PSALM without written approval of PSALM;
 - 7) Supplier or Supplier's security personnel tampered or falsified individual time records of the security personnel; and
 - 8) Supplier or Supplier's security personnel committed any breach of this Contract.

3. PSALM shall have the right to terminate the award of this Contract when the Supplier, upon written notice, fails to comply with any or all of the following, before the initial posting:
 - a. Open special bank accounts for the purpose of the separation of the:
 - (i) payroll fund for the guards; and (ii) agency fee. Said bank accounts shall be presented to PSALM;
 - b. Present physically to PSALM (Head of Installation or his designee) all the equipment requirement under this Contract, including the list of names of security personnel to be posted; and
 - c. Provide the performance bond as required under this Contract.
4. PSALM may, without incurring any liability whatsoever, terminate the contract with the Supplier in whole or in part if the plant or installation is abolished, sold, privatized or turned over to the new owner.
5. In the event of failure by the Supplier to satisfactorily perform and render the service stated in this contract or declaration of a strike by the security personnel against either party or both, or of intervening legal impediments, PSALM shall have the right to terminate this Contract. If the Supplier is culpable or contributory to the cause of termination, PSALM may likewise confiscate or forfeit the performance bond of the Supplier, without prejudice to payment by the Supplier of penalties as well as property losses or damages that PSALM may have suffered as a result thereof.
6. The Supplier warrants that it shall comply with all pertinent laws, rules and regulations and any violation thereof which adversely affects the quality and efficiency of the service shall be a ground for termination of this Contract.
7. PSALM likewise reserves the right to terminate the Contract in accordance with GCC Clauses 23 to 27 of the Contract Documents.

ARTICLE V

MISCELLANEOUS PROVISIONS

1. DURATION AND EFFECTIVITY. The contract period is for one (1) year unless sooner terminated for cause, or if the plant or installation 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.

2. NO EMPLOYER-EMPLOYEE RELATIONSHIP. It is expressly understood and agreed that the security personnel/guards 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 security guards/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 security 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's employees or security personnel assigned to the Facility during the performance of their duties.

3. INDEMNIFICATION. Insofar as any and all security 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 the 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.

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 security personnel by reason of their employment by the Supplier under decrees and/or laws pertinent to employer-employee relationship.

4. TRANSFER OF OWNERSHIP OF FACILITY. In the event that the ownership, possession, and/or operation of the facility is transferred to another entity, PSALM shall have the option to exercise the following:
 - a) the contractual obligations of PSALM under the Contract shall be transferred to the owner, possessor, and/or operator of the facilities upon notice by PSALM to the Supplier; and/or
 - b) pre-termination of the Contract provided that written notice is given by PSALM to the Supplier at least thirty (30) days prior to its termination.

The above shall be without prejudice to payment of claims which were incurred prior to the transfer of the contractual obligations or termination of the Contract. From the date of transfer or termination of the Contract under this Section, PSALM shall not be liable to the Supplier for any claim, cause or action accruing from the date of such transfer or termination.

5. WARRANTY. The Supplier warrants that it shall comply with all the existing pertinent laws, rules and regulations and any violation thereof which adversely affects the quality and efficiency of the service shall be a ground for termination of this Contract.

6. **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.
7. **LIQUIDATED DAMAGES.** The Supplier shall be liable for payment of liquidated damages in case of breach of any provisions of this Contract, as provided in GCC Clause 19 of the Contract Documents. 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. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the PSALM may rescind or terminate the Contract pursuant to GCC Clause 23 of the Contract Documents, without prejudice to other courses of action and remedies open to it.
8. **VENUE OF ACTION.** The parties hereby agree that that 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.
9. **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.

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 _____ of
_____ (for the Supplier).

Witnessed by:

REY EVINCE R. VALENCIA
TWG-Head
PSALM Corporation

Certification of Funds Availability:

YOLANDA D. ALFAFARA
Department Manager, Controllershship
PSALM Corporation

Republic of the Philippines)
_____) s.s.

ACKNOWLEDGMENT

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

REY EVINCE R. VALENCIA
TWG-Head
PSALM Corporation

Name	Identification Document	Issued on	Issued at
IRENE JOY BESIDO-GARCIA	PASSPORT No. EC2031322	03 September 2014	DFA Manila

known to me and to me known to be the same person who executed the foregoing instrument consisting of three (3) 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 Corporations 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 2019.

IRENE JOY BESIDO-GARCIA
President and CEO



**BILLING REQUIREMENTS CHECKLIST
(SECURITY SERVICES)**

Plant / Installation :				
Date Covered :				
Supplier :				
AGSD Security Officer :				
		Complied	Not-Complied**	Remarks
A.	Statement of Accounts*			
B.	Certification* (Plant-In-Charge or Installation-In-Charge) approved by the OIC, AGSD			
C.	Guard Detail*			
D.	Daily Time Record (DTR)*			
E.	Summary of DTR*			
F.	Affidavit from Agency (Paid Wages & Statutory Obligation/SSS/Pag-ibig/PhilHealth)*			
G.	Certified true copy of the duly machine validated Philhealth and Pag-ibig contribution payment return with certified true copy of the list of personnel of the Supplier which includes the names of the security personnel assigned to the Facility for the billing period duly received by Philhealth and Pag-ibig.			
H.	Paid Payroll*			
I.	Budget Utility Request (BUR)			
J.	Certified true copy of the duly machine validated SSS Form R5 and certified true copy of the Special Bank Receipt with certified true copy of the list of personnel of the Supplier which includes the names of the security personnel assigned to the Facility for the billing period duly received by the SSS.			
K.	Notice of Award (NOA)			
L.	Notice to Proceed (NTP)			
M.	Performance Bond and OR			
N.	Cost Distribution			
O.	Contract Agreement			
P.	Certificate of 201 Files			
Q.	Certification (Deployment of Guards)			

R.	Proof of Submission of Procurement Documents Duly Received by COA			
S.	Certificate of No Liability			
T.	Affidavit of Quit Claim			
U.	Extension of Contract			

Notes: **First Billing:** A-R;
Succeeding Billing: A-J and N;
Last Billing: A-J, S, T and U, if extended.
For extended contracts, performance must be attached.
* - Original copy
** - See attached Return of Billing, for strict compliance.

Administration and General Services Division
Date Received: _____

General Accounting Division
Date Received: _____

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 I,
Astra cor. Lux Drives, North Avenue,
1105 Quezon City

Subject: Letter of Credit No. _____

We refer to the Philippine Bidding Documents for the Procurement of Security Services for Agus 5 Hydroelectric Power Plants (Project Reference No. 2019-PB-SS-AGUS5-003-02) 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: _____

OFFICE OF THE PRESIDENT AND CEO
Power Sector Assets and Liabilities
Management Corporation
24th Floor Vertis North Corporate Center I,
Astra cor. Lux Drives, North Avenue,
1105 Quezon City

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 <Contractor / Distributor / Manufacturer / Supplier>, 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 <Contractor / Distributor / Manufacturer / Supplier> 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 <Contractor / Distributor / Manufacturer / Supplier> 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 <Contractor/Distributor/Manufacturer>
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 _____, 2019, 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 three (3) 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 2019.

Bank Guarantee Form for Warranty Coverage

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

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 of Security Services for Agus 5 Hydroelectric Power Plants (Project Reference No. 2019-PB-SS-AGUS5-003-02)** (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 GOODS provided for under the said Contract.

SIGNATURE AND SEAL OF THE GUARANTOR _____
NAME OF BANK _____
ADDRESS _____
DATE _____

Form No. PSALM-05

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

AFFIDAVIT OF COMMITMENT

I, _____, of legal age, Filipino, married and residing at _____, after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the _____ and Authorized Signatory of <Agency> with an approved License to Operate (LTO) as a private security agency by the SOSIA on _____; Registration No. _____ with business address at _____.
2. That in my capacity as the _____ of the agency, I hereby commit myself, the agency and our security personnel that for the [Name of Project] with [Project Reference No.], we will abide by all the provisions of the contract to the best of our abilities and will safeguard the welfare of life and property at said facility.
3. That I undertake this affidavit to show the agency's commitment in providing quality security service and security personnel worthy of our trust and confidence.

FURTHER AFFIANT SAYETH NAUGHT.

IN WITNESS WHEREOF, I have hereunto affixed by signature this _____ day of _____, 2019, Quezon City, Philippines.

<name and signature>
Affiant designation

SUBSCRIBED AND SWORN to before me this _____ in _____, Philippines.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019.

List of Key Personnel/Officials

Name of Officials	Present Position/ Designation	Education	Military/Police/ Security Background & Years of Experience	No. of Years in the Firm	PSALM Remarks

Note:

1. Attached personnel history/functional statements and curriculum vitae.
2. Use additional sheets if necessary.

Signature of authorized Representative: _____

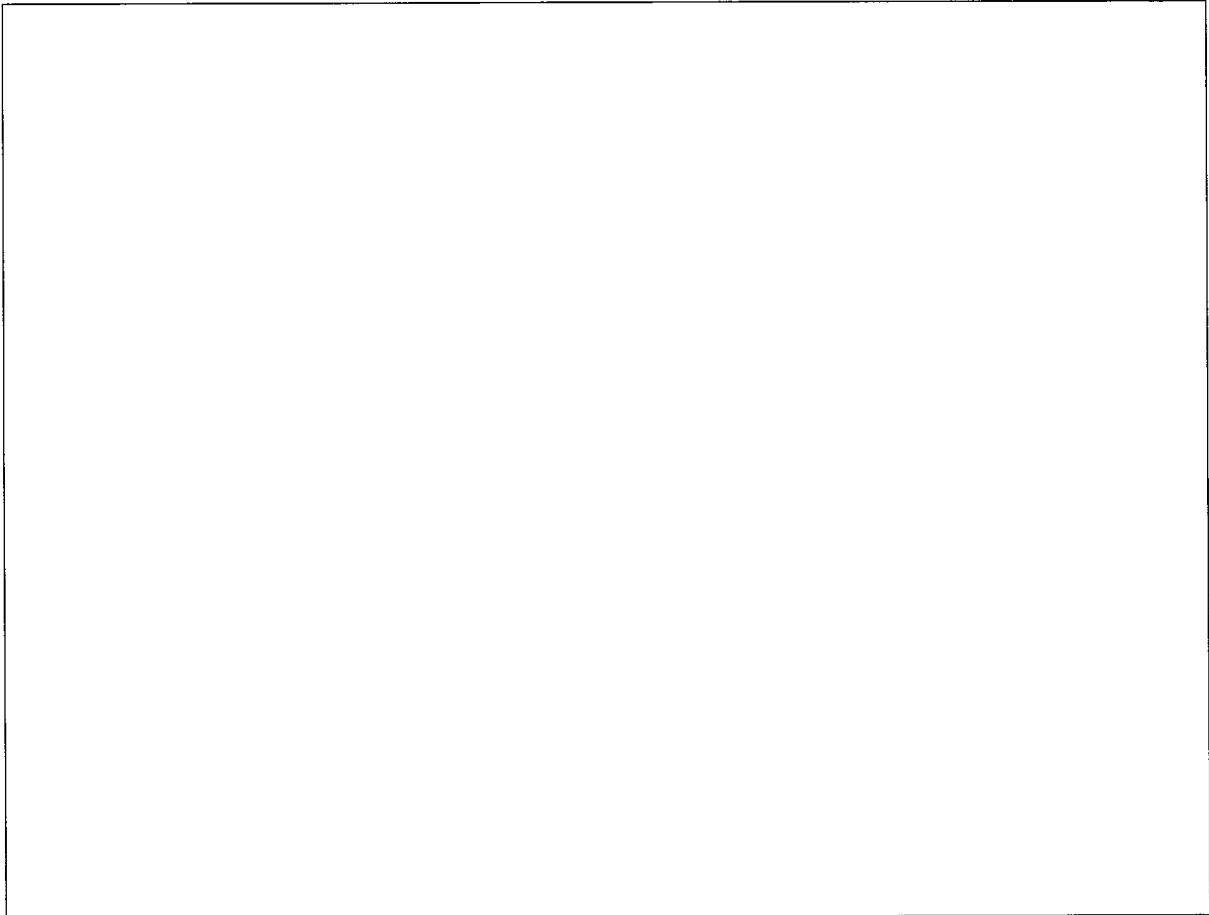
Name of Representative: _____

Designation: _____

Date: _____

Page _____ of _____

Organizational Chart



Note:

1. Indicate the name of key official underneath each position.
2. Use additional sheets if necessary.

Signature of authorized Representative: _____

Name of Representative: _____

Designation: _____

Date: _____

Page _____ of _____

Form No. PSALM-08

List of Supplier-Owned Motor Vehicles & Communication Equipment to be Supplied to the Facility

A. Motor Vehicles

No. of Units	Brand of Equipment	Type	Model No.	Serial No.	Conditions	Present Location	PSALM Remarks

B. Communication Equipment

No. of Units	Brand of Equipment	Type	Model No.	Serial No.	Conditions	Present Location	PSALM Remarks

List of Supplier-Owned Firearms to be Supplied to the Facility

No. of Units	Brand of Equipment	Type	Caliber	Serial No.	Conditions	Present Location	PSALM Remarks

- Note:
- 1. Attached proof of ownership.
 - 2. Use additional sheets if necessary.

Signature of authorized Representative: _____
Name of Representative: _____
Designation: _____

Date: _____

Page _____ of _____

