

___ August 2021

SUBJECT : Invitation to Submit Proposal for the Procurement of Supply, Delivery and Commissioning of New Transformers for Bagac Property in Bagac, Bataan (Project Reference No. 2021-SVP-BP-NT-026-02)

Dear _____:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is conducting the **Procurement of Supply, Delivery and Commissioning of New Transformers for Bagac Property in Bagac, Bataan** with an Approved Budget for the Contract (ABC) in the amount of **Eight Hundred Eighty Thousand Pesos (PHP880,000.00)**, inclusive of delivery costs and all applicable taxes.

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

Your proposal shall include copies of the following documents:

1	Certification of PhilGEPS Registration or PhilGEPS Registration Number ¹
2	Current and valid business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or equivalent document in case of an economic zone.
3	Latest income tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS). Latest annual Income Tax Return (ITR) shall refer to the ITR for the year 2020 filed in 2021. For new establishments which have no annual ITR yet, it shall refer to the most recent quarter's ITR. Further, for areas where e-filing is yet to be implemented, a Certification to that effect from BIR main office is acceptable.

¹ Note: Only PhilGEPS registration number (Red Membership) is required for this project and not necessarily Platinum membership. Nevertheless, in view of the State of Emergency and implementation of community quarantine, expired PhilGEPS Certificate of Registration and Membership (Platinum Membership) with application for renewal and official receipt shall be accepted, subject to submission of PhilGEPS Certificate after award of contract but before payment.

4	<p>Latest Business Tax Returns which refers to the Value Added Tax (VAT) and/or Percentage Tax Returns covering the previous six (6) months:</p> <table border="1" data-bbox="304 371 1334 647"> <tr> <td data-bbox="304 371 772 647"> <p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the:</p> <p>i. the latest quarters (2550Q) (i.e. 1st and 2nd Quarter of 2021)</p> </td> <td data-bbox="772 371 876 647" style="text-align: center;"> <p>and/ or</p> </td> <td data-bbox="876 371 1334 647"> <p>b) Quarterly Percentage Tax Returns BIR Form No. 2551 covering the:</p> <p>i. the latest quarters (i.e. 1st and 2nd Quarter of 2021)</p> </td> </tr> </table> <p>Bidders filing both VAT and Percentage Tax Returns must submit both returns, or the equivalent documents in case of foreign bidders.</p>	<p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the:</p> <p>i. the latest quarters (2550Q) (i.e. 1st and 2nd Quarter of 2021)</p>	<p>and/ or</p>	<p>b) Quarterly Percentage Tax Returns BIR Form No. 2551 covering the:</p> <p>i. the latest quarters (i.e. 1st and 2nd Quarter of 2021)</p>
<p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the:</p> <p>i. the latest quarters (2550Q) (i.e. 1st and 2nd Quarter of 2021)</p>	<p>and/ or</p>	<p>b) Quarterly Percentage Tax Returns BIR Form No. 2551 covering the:</p> <p>i. the latest quarters (i.e. 1st and 2nd Quarter of 2021)</p>		
5	<p>Notarized Omnibus Sworn Statement (Annex C).</p> <p>The Omnibus Sworn Statement must be accompanied by a duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable, stating that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract.</p>			
6	<p>Detailed Bid Price Schedule (Annex B) / Total Bid Price in Figures (PHP)</p>			

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

1. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, charter for government entity, or any proof of such registration.
2. Latest Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). Provisionary Tax clearance is not acceptable under GPPB Resolution No. 1-2014.
3. Original Copy of the notarized Omnibus Sworn Statement.
4. Transformer Manufacturer's "PCB-FREE" Certification or a PCB Certificate of Analysis from a DENR recognized environmental laboratory.

The Invitation to Submit Proposal may be downloaded from the websites of the Philippine Government Electronic Procurement System (PhilGEPs) (<https://www.philgeps.gov.ph>) and PSALM (<https://www.psal.gov.ph>), provided that the Bidder shall pay the applicable fee of **Five Hundred Pesos (PHP500.00)** not later than the submission of proposals.

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

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

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

Kindly submit your sealed proposal in electronic form (PDF with complete attachments) or password-protected proposal in compressed archive folder to the email address: bid.submission@psalm.gov.ph on or before **2:00 PM, 09 August 2021**. Thereafter, proposals will be opened at **2:15 PM, 09 August 2021** through videoconferencing/webcasting via Zoom Cloud Meetings Application. The TWG/end user will provide and send the meeting ID to the bidder/s prior to the opening of proposals.


The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening. If the password fails to open the file, the Bidder shall be given only three (3) tries until the BAC shall declare it to be disqualified. Bidding Documents not in the compressed archive folders or are not password protected, shall be rejected. However, bid envelopes that are not properly sealed and marked or not properly compressed and password-protected, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The detailed procedure for electronic/online bid opening is contained in the General Policies and Procedures for Electronic/Online Submission and Receipt of Bids (Annex F).

For further information, please refer to:

THE MANAGER

Human Resource and Administrative Services Department (HRASD)
Power Sector Assets and Liabilities Management Corporation
24th Floor Vertis North Corporate Center 1, Astra cor. Lux Drives,
North Avenue, 1105 Quezon City
Telephone No.: (02) 7902-9094
e-mail: gbsantos@psalm.gov.ph; lemarquez@psalm.gov.ph

Very truly yours,


GLENN B. SANTOS
Manager, HRASD

Annex “A”

TERMS OF REFERENCE (TOR)

Procurement of Supply, Delivery and Commissioning of New Transformers for Bagac Property in Bagac, Bataan (Project Reference No. 2021-SVP-BP-NT-026-02)

1. Approved Budget for the Contract

The supplier shall bid for all items described in this Terms of Reference, which shall not exceed the Approved Budget for the Contract (ABC) in the amount of **Eight Hundred Eighty Thousand Pesos Only (PHP880,000.00)**, inclusive of delivery costs and all applicable taxes.

2. Scope of Service

The Supplier must demount the existing transformers contaminated with Polychlorinated Biphenyl (PCB), supply and install new **PCB-free** transformers as specified below at Bagac Property.

Item No.	Description/Specification	Quantity	Unit of Measure
1	Distribution-type Transformer <ul style="list-style-type: none">• 50 kVA• Brand New• 60Hz• Single Phase• Oil (mineral)• Pole-mounted• Primary Voltage: 7620 Volts - 13200 Volts• Secondary Voltage: 120 Volts/240 Volts	3	unit
2	Distribution-type Transformer <ul style="list-style-type: none">• 100 kVA• Brand New• 60Hz• Single Phase• Oil (mineral)• Pole-mounted• Primary Voltage: 7620 Volts - 13200 Volts• Secondary Voltage: 120 Volts/240 Volts	3	unit

The Supplier must wear Personal Protection Equipment in demounting the PCB- contaminated transformers and must exert utmost care and diligence in handling the PCB contaminated transformers to ensure that there will be no oil leakage.

The required materials shall be delivered to the PSALM Bagac Property, Brgy. Bagumbayan, Bagac, Bataan.

The delivery period shall be within ten (10) days after receipt by the Supplier of the Notice to Proceed. The delivered Goods shall be inspected to ensure that they meet the specifications under the TOR. If any of the Goods does not meet the required specifications, the Supplier shall replace them under Item 5 (B) of the TOR.

3. Warranty

The Supplier shall provide two (2) years warranty from the date of the issuance of Certificate of Inspection and Acceptance.

4. Mode of Procurement

The Mode of Procurement shall be Negotiated Procurement - Small Value Procurement as provided under Section 53.9 of the 2016 Revised Implementing Rules and Regulations (IRR) of the Republic Act (RA) No. 9184, otherwise known as the Government Procurement Reform Act.

5. General Conditions of the Contract

- A. The proposal shall be duly signed by the Supplier/dealer or its authorized representative.
- B. The Supplier shall be held liable for the effect or consequence of supplying Goods which do not meet the specifications of the goods/materials upon PSALM's inspection (wrong Goods), including the resulting consequences for the delay in delivery. The Supplier shall be liable to pay for any provisional relief that PSALM may opt to secure until the replacement of the required Goods is made.

The replacement of wrong Goods shall be: (a) at no cost to PSALM; and (b) made within ten (10) days from the date of inspection unless PSALM should determine otherwise.

The Supplier shall hold PSALM free and harmless from any claim, damage, obligation, liability or injury caused to a third party or the Supplier's officers, personnel, agents or representatives resulting from the act, omission, fault or negligence of the Supplier, its officers, personnel, agents or representatives in relation to the implementation of this Contract.

If any stipulation, term or condition of this Contract is held invalid by competent authority, the validity of other stipulations, terms and conditions shall not be affected and shall remain valid and binding upon the parties.

The Parties represent that they have the requisite power, authority and capacity to enter into this Contract, to perform their obligations under, and to comply with all its terms and conditions.

- C. The Supplier warrants that: (a) the Goods or materials to be supplied under this Contract are new, unused, and compliant with all of PSALM's requirements; (b) there is no defect arising from the design, workmanship or from Supplier's act or omission; and (c) they are reliable and safe.
- D. Incidental Charges and Services. The cost of transportation and other costs incidental to the delivery of goods including spare parts shall be for the account of the supplier.
- E. Liquidated Damages. Pursuant to Section 68 of the 2016 Revised IRR of RA 9184, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
- F. Force Majeure. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavourable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a force majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.

- G. Termination. The following matters shall govern the termination of this Contract: (a) that the Supplier failed to deliver the required materials or to remedy any defect in its delivery; (b) that PSALM shall be entitled to Liquidated Damages under Item 5 (E) of this TOR and/or other resultant costs; and (c) the procedure for such termination shall be implemented.

6. Terms of Payment

Payment shall be made by PSALM within thirty (30) days from receipt of the following documents, subject to other documents that may be required, and upon issuance of Certificate of Inspection and Acceptance by the Bagac Property Administrator duly noted by the Administration and General Services Division Manager:

1. Service Invoice duly noted by the Bagac Property Administrator;
2. Delivery receipt or proof of delivery of the transformers duly received by the Administrator of the Bagac Property; and
3. Report on the actual services made to the said transformers including test results.

7. Performance Security

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

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

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

Failure of the winning Bidder to comply with the abovementioned requirement shall constitute sufficient ground for the annulment of the award.

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

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

ANNEX "B"

Bids and Awards Committee

Republic of the Philippines
Power Sector Assets and Liabilities Management Corporation

DETAILED BID PRICE SCHEDULE

Date: _____

Project: Procurement of Supply, Delivery and Commissioning of New Transformers for Bagac Property in Bagac, Bataan

Code: Project Reference No. 2021-SVP-BP-NT-026-02

Contractor's Name/Address/Tel. No.:

After having carefully read, examined and accepted the terms and conditions in the Terms of Reference for the Project Reference No. 2021-SVP-BP-NT-026-02, I/we submit our quotation/s on the item/s as follows:

Item No.	Description/Specification	Qty	Unit of Measure	Unit Price (without VAT) (PHP)	Total Price (without VAT) (PHP)
1	Distribution-type Transformer <ul style="list-style-type: none">• 50 kVA• Brand New• 60Hz• Single Phase• Oil (mineral)• Pole-mounted• Primary Voltage: 7620 Volts - 13200 Volts• Secondary Voltage: 120 Volts/240 Volts	3	unit		
2	Distribution-type Transformer <ul style="list-style-type: none">• 100 kVA• Brand New• 60Hz• Single Phase• Oil (mineral)• Pole-mounted• Primary Voltage: 7620 Volts - 13200 Volts• Secondary Voltage: 120 Volts/240 Volts	3	unit		

Item No.	Description/Specification	Qty	Unit of Measure	Unit Price (without VAT) (PHP)	Total Price (without VAT) (PHP)
1	Labor <ul style="list-style-type: none"> • Testing of the six (6) new transformers to be delivered. • Mounting of the six (6) supplied transformers which also includes the demounting of the existing transformers. 	1	lot		
Total Bid Price (without VAT) (PHP):					
12% VAT (PHP):					
Total Bid Price (with VAT) In Figures (PHP):					
Total Bid Price (with VAT) In Words (PHP):					

Note:

1. Total Bid/Quoted Price must be valid for a period of Thirty (30) calendar days from the date of the submission of the quotation.
2. The Total Bid/Quoted Price shall not exceed with the Approved Budget for the Contract inclusive of VAT.
3. Section 32.2.1(a) of the 2016 Revised IRR of RA 9184 states that “[u]nless the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents/Request for Proposal including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided.”

Signature Over Printed Name of Contractor/
Authorized Representative

ANNEX “C”

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. (*Name of Bidder*) is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [*Select one, delete the rest:*]

[*If a sole proprietorship:*] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[*If a partnership or cooperative:*] None of the officers and members of [*Name of Bidder*] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[*If a corporation or joint venture:*] None of the officers, directors, and controlling stockholders of [*Name of Bidder*] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. (*Name of Bidder*) complies with existing labor laws and standards;

8. (*Name of Bidder*) is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [*Name of the Project*].

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

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines**

pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 2021 at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2021.

ANNEX “D”

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number]

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory’s legal capacity]
Affiant

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

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

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Affiant/s exhibited to me his/her [insert type of government identification card used] with no. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of 2021.

ANNEX "E"

CONTRACT

**FOR THE PROCUREMENT OF SUPPLY, DELIVERY AND COMMISSIONING OF
NEW TRANSFORMERS FOR BAGAC PROPERTY IN BAGAC, BATAAN
(Project Reference No. 2021-SVP-BP-NT-026-02)**

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

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

-and-

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

ANTECEDENTS:

PSALM submitted a request to its Bids and Awards Committee (BAC) for the **Procurement of Supply and Delivery and Commissioning of New Transformers for Bagac Property in Bagac, Bataan (Project Reference No. 2021-SVP-BP-NT-026-02)**, through Negotiated Procurement (Small Value Procurement), with an Approved Budget for the Contract of **Eight Hundred Eighty Thousand Pesos (PHP880,000.00)**, inclusive of delivery costs and all applicable taxes.

Pursuant to such request, the BAC sent out Requests for Proposal (RFP) to at least three suppliers of known qualifications and at the same time, posted the RFP in the Philippine Government Electronic Procurement System (PhilGEPS) and PSALM's websites and at conspicuous areas of its premises for three (3) calendar days.

Based on the Abstract of Quotations gathered from the proposals submitted, the BAC recommend the SUPPLIER as the one who submitted the Lowest

Signed in the Presence of:

GLENN B. SANTOS
Department Manager, HRASD
PSALM Corporation

Supplier

Representative

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

Calculated and Responsive Quotation in the amount of _____ (PHP _____) (“Contract Price”), which recommendation was approved by PSALM.

ACCORDINGLY, the Parties agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - 1.1 the Supplier’s proposal, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from PSALM’s bid evaluation;
 - 1.2 the RFP, including the Terms of Reference;
 - 1.3 the BAC Resolution No. SBAC-2021- _____;
 - 1.4 the Entity’s Notice of Award;
 - 1.5 the Entity’s Notice to Proceed;
 - 1.6 the Office of the Government Corporate Counsel (OGCC) Contract Review No. ____, series of 2021 dated _____ 2021; and
 - 1.7 Performance Security.
2. All words and expressions shall have the same meaning as are respectively assigned to them in this CONTRACT and all documents deemed part of it, unless the context of the use of the words and expressions require otherwise.
3. In consideration of the payments to be made by PSALM to the Supplier as hereinafter mentioned, the Supplier hereby covenants with PSALM to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. PSALM hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. Indemnification. The Supplier hereby agrees to hold PSALM free and harmless from all and any damages and liabilities that may be filed against Supplier or Supplier’s personnel by reason of their employment by the Supplier under decrees and/or laws pertinent to employer-employee relationship.
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

Signed in the Presence of:

GLENN B. SANTOS
Department Manager, HRASD
PSALM Corporation

Representative

Supplier

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

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 Section 68 of the 2016 Revised Implementing Rules and Regulations of Republic Act (R.A.) No. 9184, otherwise known as the "Government Procurement Reform Act". 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, without prejudice to other courses of action and remedies open to it.
8. Amendments. Amendments to this Agreement may only be made by mutual written agreement of the parties.
9. Dispute. In case of a dispute between the parties, the same shall be resolved in accordance with Republic Act (R.A.) 876, as amended by R.A. 9285 ("R.A. 9285"), otherwise known as the "Arbitration Law" and the "Alternative Dispute Resolution Act of 2004," respectively.
10. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person whose circumstances other than those as to which it was held invalid or unenforceable shall not be affected thereby.
11. The terms, conditions, and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties, successors, or assigns.
12. OGCC Approval. This Contract shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of this Contract.

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

Signed in the Presence of:

GLENN B. SANTOS
Department Manager, HRASD
PSALM Corporation

Representative

Supplier

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

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 Authorized Representative of _____.

AUTHORIZED REPRESENTATIVE

Witnessed by:

GLENN B. SANTOS
Department Manager, HRASD
PSALM Corporation

Certification of Funds Availability:

SOFE A. SOTERAÑA
Department Manager, Controllership
PSALM Corporation

Republic of the Philippines)
_____) s.s.

ACKNOWLEDGMENT

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

Name	Identification Document	Issued on	Issued at
IRENE JOY BESIDO-GARCIA			

known to me and to me known to be the same person who executed the foregoing instrument consisting of four (4) 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 2021.

Signed in the Presence of:

GLENN B. SANTOS
Department Manager, HRASD
PSALM Corporation

Representative

Supplier

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

ANNEX “F”

GENERAL POLICIES AND PROCEDURES ON ELECTRONIC/ ONLINE SUBMISSION AND RECEIPT OF BIDS

Legal Basis

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

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

User Registration and Payment of Bidding Document Fee

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

4. The BAC Secretariat will email the Bidder to confirm the receipt of the above information together with the link of the shared folder created by the PSALM ISTD.
5. Only bidders who pay the Bid Document Fee shall be allowed to participate in the e-bidding activities and submit a bid.

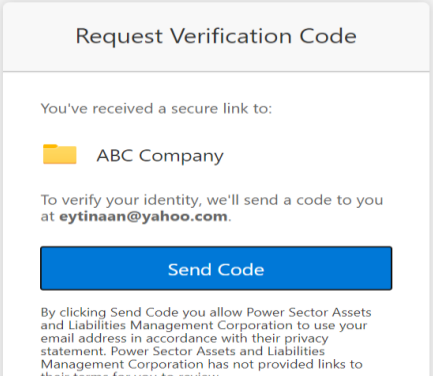
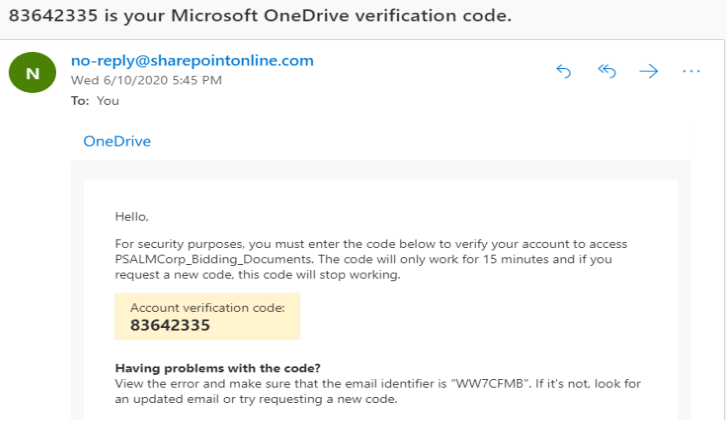
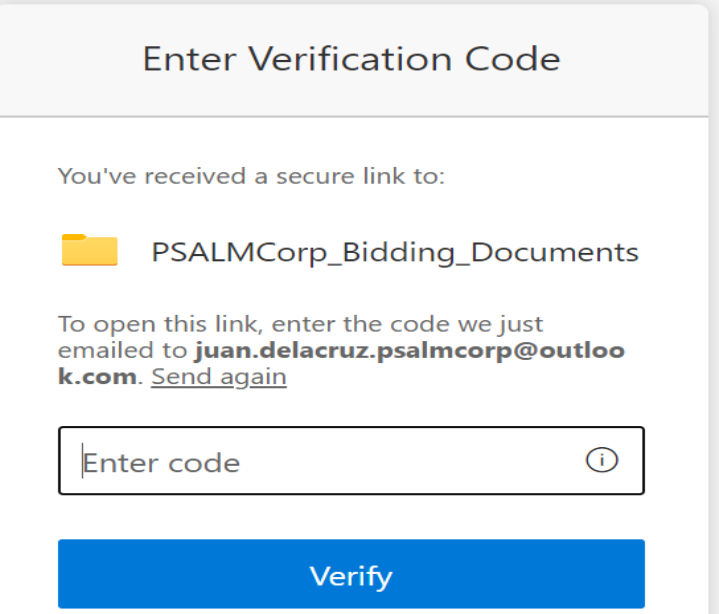
Payments can be deposited thru PSALM LBP account with details below:

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

Submission of Bids

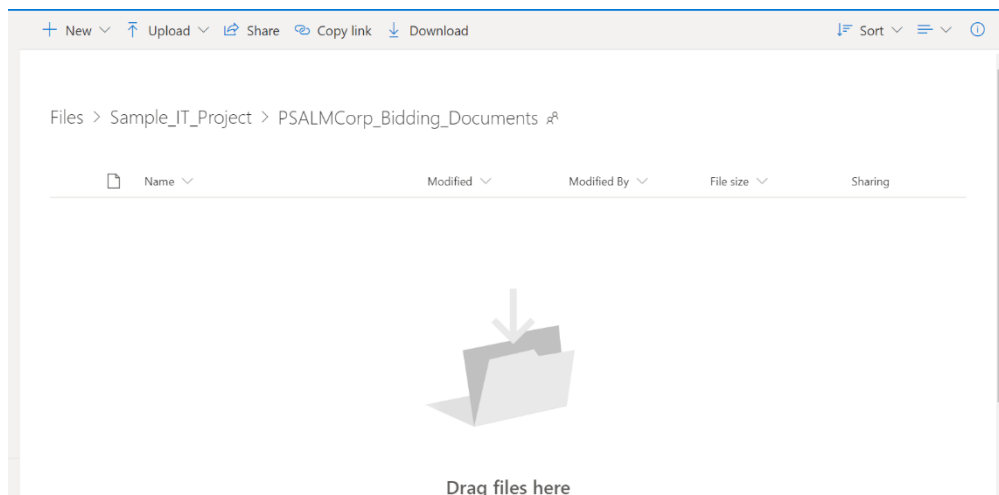
1. The Invitation to Bid, including the Bidding Documents shall clearly state whether the submission and receipt of bids through electronic means is available for the procurement opportunity.
2. The Bidder shall submit their Bids by uploading it to the provided shared folder at any time before the closing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

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

Procedures / Steps on How to Submit a Bidding Documents and Other Required Documents	
<ul style="list-style-type: none"> • Verification Page 	
<ul style="list-style-type: none"> • Verification Code email message 	<p>6. After clicking the “Send Code” button, the verification code will be sent to the Bidder’s registered email address.</p> 
<ul style="list-style-type: none"> • Verification Page • The Bidder should enter the code immediately since it has an expiration time. An error will occur once the code has expired. <p>“The existing code expired, we’ve sent an email with a new code to juan.delacruz.psalmcorp@outlook.com. Please use the latest email that has the email identifier ZYWS02C.”</p>	<p>7. Input the verification code to the Verification Page and click verify.</p> 

Procedures / Steps on How to Submit a Bidding Documents and Other Required Documents

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



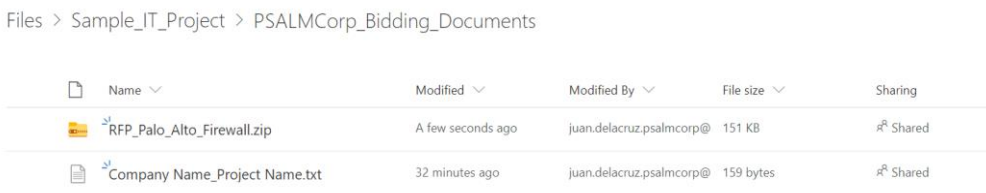
9. The Bidder can now start uploading the Bidding Documents and other requirements until the deadline of submission.

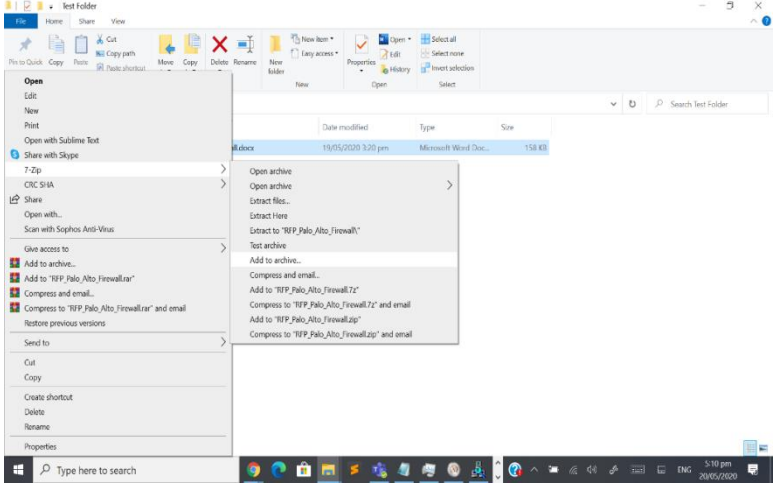
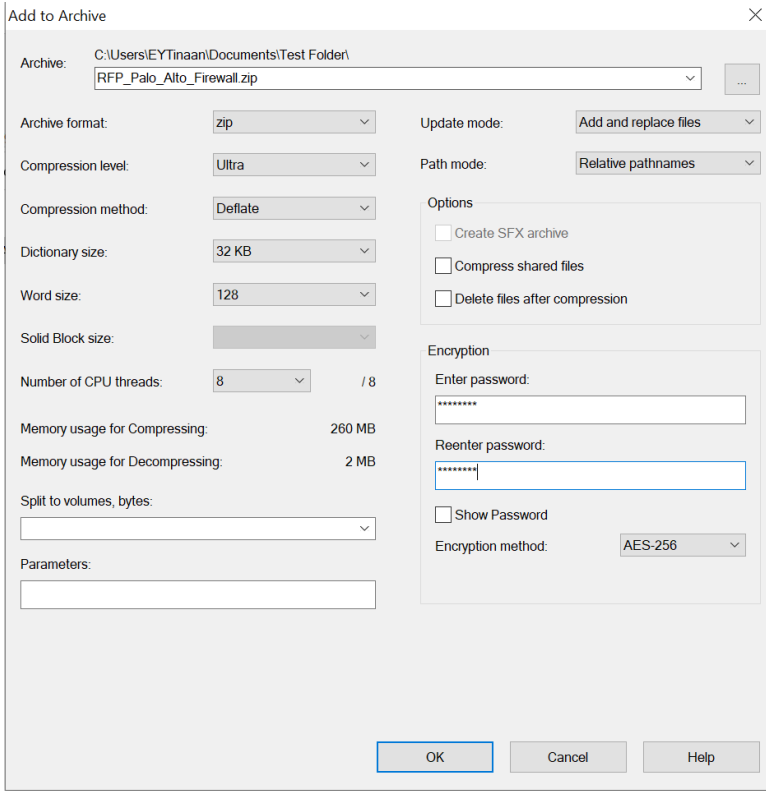
- Bidder is advised to upload the bidding documents before or at least 30 minutes ahead of the deadline. This approach will prevent the Bidder from rushing the Bidding Documents uploads and will have time in reporting if any problem is encountered.

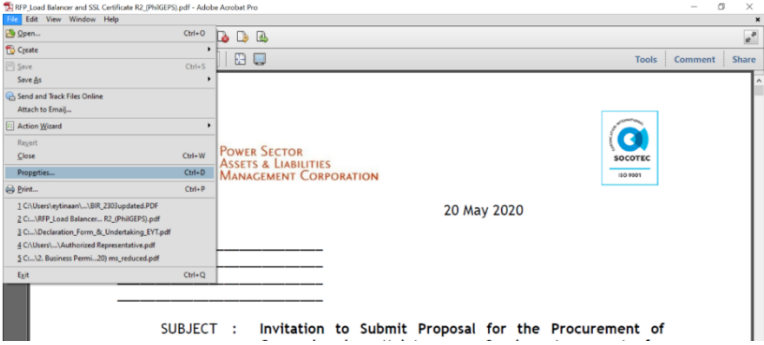
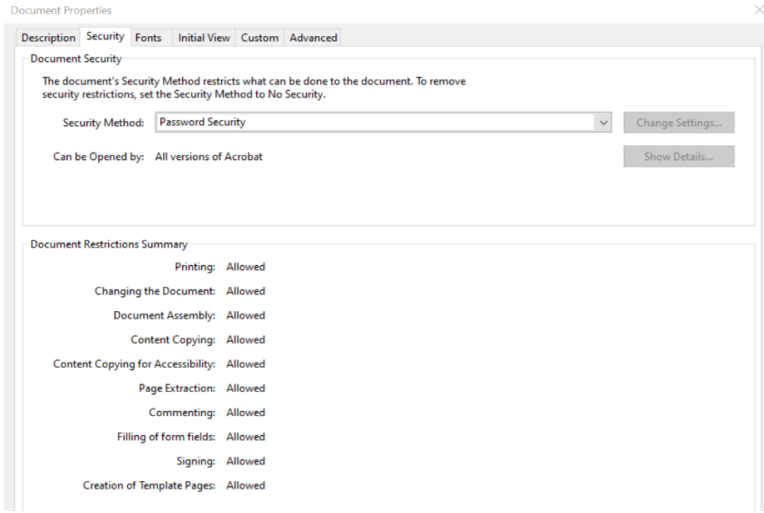
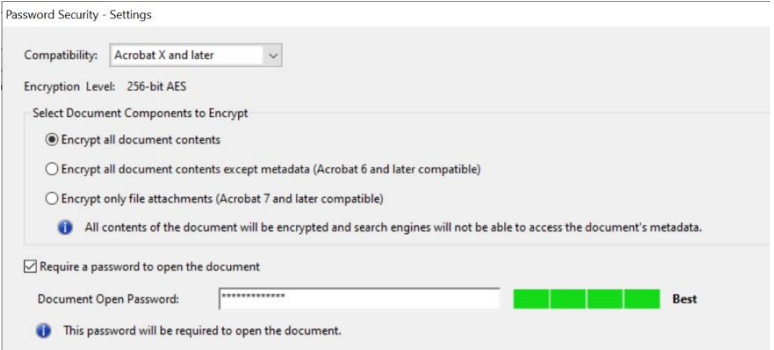
10. An On-line Bidder may modify its bid at any time before the closing date and time for the submission and receipt of bids. The Bidder can delete and upload another Bid equally secured and properly identified. The time indicated in the latest uploaded Bid shall be the official time of submission. Bids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

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

- a. A password protected zipped file containing the two PDF files.
- b. The two PDF files must be named with the following format:
 - i. First Envelope
 - ii. Second Envelope
- c. The first PDF file should be password protected and corresponds to each section of the documentary and legal requirements, i.e. SEC Registration, DTI or Business Permit, Tax Certificates, Section VII - Technical Specification, Brochures, Omnibus Sworn Statement, Forms and Annexes, etc.
- d. The second PDF file must be also password protected and should contain the financial bid.

Procedures / Steps on How to Submit a Bidding Documents and Other Required Documents
<ul style="list-style-type: none"> Note: The two PDF files should have different passwords. This is to avoid opening the two files at the same time, and when the documentary bid fails during its opening, the financial bid would remain intact and unopened.
<p>12. The Bidder must also upload a text file or notepad file with the following details:</p> <p>File Name: <i>Bidder's Company Name_ProjectName.txt</i> Contents of the File: Procurement Project Title: Project Reference No.: Company Name: Address: Name of the bidder's authorized representative: Contact Nos.: Email address:</p>
<p>13. After uploading all the requirements, the Bidder must send an email to the BAC Secretariat at BACSec2020@psalm.gov.ph and bid.submission@psalm.gov.ph to confirm the uploaded documents and requirements. The Bidder must attach the picture or screenshot of the uploaded documents and requirements.</p>  <p>The screenshot shows a file explorer window with the path 'Files > Sample_IT_Project > PSALMCorp_Bidding_Documents'. It displays a table of files with columns for Name, Modified, Modified By, File size, and Sharing. The first file is 'RFP_Palo_Alto_Firewall.zip' (151 KB) modified 'A few seconds ago' by 'juan.delacruz.psalmcorp@'. The second file is 'Company Name_Project Name.txt' (159 bytes) modified '32 minutes ago' by 'juan.delacruz.psalmcorp@'. Both files are marked as 'Shared'.</p>
<p>14. The BAC Secretariat shall send an email to the bidder acknowledging and confirming the bidder's submission.</p>
<p>15. The BAC shall bar all incoming bids 30 minutes after the closing date and time. Upon reaching the deadline of the certain project, the BAC Secretariat will inform the PSALM ISTD to remove the sharing of the folder.</p>
<p>16. After removal of the sharing of the particular folder, the Bidder will not be able to submit any revised documents and requirements.</p>
<p>17. An On-line Bidder may withdraw its bid before the deadline for the submission and receipt of bids.</p>

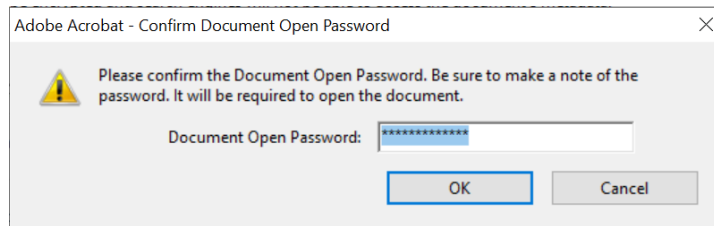
Procedures / Steps on How to ZIP a File with Password	
1. User can download a free file archiver software though this link https://www.7-zip.org/	
2. Install the downloaded software	
3. Right click the document that needs to be archived	
4. Select 7-zip > Add to archive...	
5. Select the destination of the file	
6. Make sure to choose the following:	
a. Archive format - ZIP	
b. Encryption method - AES-256	
c. Compression level - ULTRA	
d. Leave other options to their default value	
7. Input the password to the two password fields	
8. Make sure that the Show Password is uncheck	
9. Click OK to continue	

Procedures / Steps on How to Protect a PDF File	
1. Before protecting or putting a password into a PDF file, the user must have an Adobe Acrobat paid version installed or any software that can protect a PDF file.	
2. Open the PDF file that needs to be protected. Make sure to open the file to a software that can protect a PDF document. In this example, we used the Adobe Acrobat Pro (Paid Version).	
3. Click File > Properties.	
4. Select the Security Tab. 5. In Security Method field, select Password Security.	
6. In Password Security settings, select the Acrobat X and Later for the Compatibility field. 7. Tick the checkbox of Require a password to open the document and input the desired password in the password field.	

8. Leave all other options to their default values.

9. Confirm the password and click OK.

10. Save the changes made to the file.

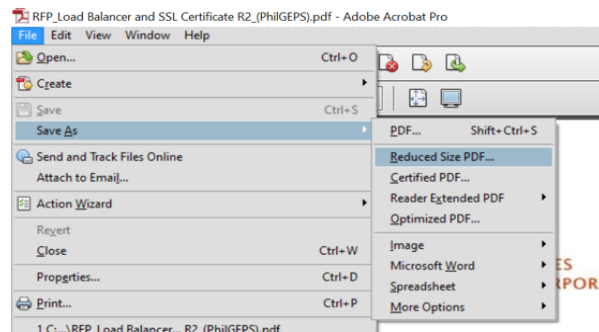


Procedures / Steps on How to Reduce the Size of the PDF File

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

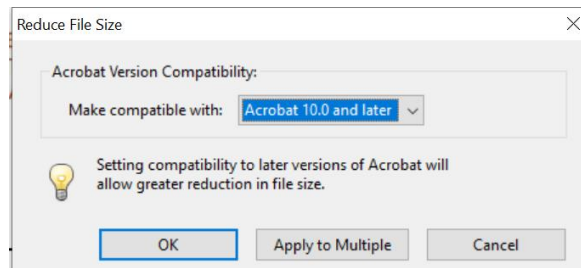
2. Open the PDF file that needs to reduce the capacity/size. Make sure to open the file to a software that can reduce a PDF document. In this example, we used the Adobe Acrobat Pro (Paid Version).

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

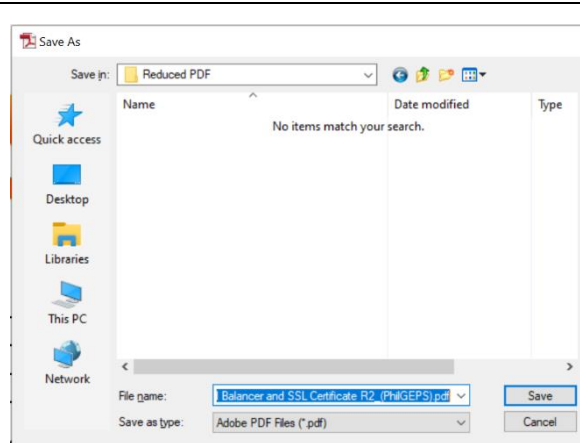


4. In Make compatible with option, select Acrobat 10.0 and later.

5. Click OK to continue.



6. The Save As window will occur. Select the folder/directory where you want to save the reduced file and enter the name of the file.
7. Compare the original file and the modified file by checking the property size.
8. If successful, the modified file capacity size should be smaller than the original.



Opening of Bids

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

7. The BAC shall thereafter proceed to decrypt the electronic Second PDF file of each On-line Bidders whose electronic first PDF file was rated “passed” to determine each Bidder’s compliance with the required financial documents.
8. In case one or more of the requirements in the second PDF file of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as “failed”.
9. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

The BAC shall then:

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