

19 July 2021

SUBJECT : Invitation to Submit Proposal for the Procurement of Services for the Conduct of the 2021 Customer Satisfaction Survey for the Power Sector Assets and Liabilities Management Corporation (Project Reference No. 2021-SVP-CSSP-043-01)

Dear _____:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is procuring services for the **Conduct of the 2021 Customer Satisfaction Survey for PSALM** with an Approved Budget for the Contract (ABC) in the amount of **SIX HUNDRED FIFTEEN THOUSAND PESOS (PHP615,000.00)**, inclusive of all applicable taxes.

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

Your proposal should 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	<p>Latest income tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).</p> <p>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.</p>

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 Return, 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="304 338 1382 580"> <tr> <td data-bbox="304 338 799 580"> <p>a) VAT - BIR Form No. 2550 covering the following:</p> <p>i. the latest quarters (2550Q) (i.e. 1st and 2nd Quarters of 2021)</p> </td> <td data-bbox="799 338 906 580" style="text-align: center;"> <p>and/ or</p> </td> <td data-bbox="906 338 1382 580"> <p>b) Quarterly Percentage Tax - BIR Form No. 2551 covering the following:</p> <p>i. the latest quarters (i.e. 1st and 2nd Quarters of 2021)</p> </td> </tr> </table> <p>Note: Bidders filing both VAT and Percentage Tax Returns must submit both returns, or the equivalent documents in case of foreign bidders.</p>	<p>a) VAT - BIR Form No. 2550 covering the following:</p> <p>i. the latest quarters (2550Q) (i.e. 1st and 2nd Quarters of 2021)</p>	<p>and/ or</p>	<p>b) Quarterly Percentage Tax - BIR Form No. 2551 covering the following:</p> <p>i. the latest quarters (i.e. 1st and 2nd Quarters of 2021)</p>
<p>a) VAT - BIR Form No. 2550 covering the following:</p> <p>i. the latest quarters (2550Q) (i.e. 1st and 2nd Quarters of 2021)</p>	<p>and/ or</p>	<p>b) Quarterly Percentage Tax - BIR Form No. 2551 covering the following:</p> <p>i. the latest quarters (i.e. 1st and 2nd Quarters 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>Professional License/ Curriculum Vitae of personnel/ officials and organizational chart</p>			
7	<p>Detailed Bid Price Schedule (Annex B) / Total Bid Price in Figures (PHP)</p>			
8	<p>Signed Acknowledgment and Compliance with the Terms of Reference (Annex A)</p>			

In addition, the winning 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.

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

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

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 a compressed archive folder to the email address: bid.submission@psalm.gov.ph on or before **11:00 AM, 27 July 2021**. Thereafter, proposals will be opened at **11:15 AM, 27 July 2021** through videoconferencing/webcasting via Zoom Cloud Meetings application. The BAC Secretariat 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 tries until the BAC shall declare it to be disqualified. Bids not in compressed archive folders and are not password protected, shall be rejected. However, bid envelopes that are not properly sealed and marked or not properly compressed and password-protected, as required in the Request for Proposal, 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 E).

For further information, please refer to:

THE CHAIRPERSON

Bids and Awards Committee
Power Sector Assets and Liabilities Management Corporation
24th Floor Vertis North Corporate Center 1, Astra cor. Lux Drives
Vertis North, North Avenue, 1105 Quezon City
Telephone No.: (02) 7902-9000
Tel. Fax: (02) 8248-4879
e-mail: BAC2021@psalm.gov.ph
BACSec2021@psalm.gov.ph

Very truly yours,



GLENN B. SANTOS
Chairperson
BIDS AND AWARDS COMMITTEE

ANNEX “A”

TERMS OF REFERENCE for the Conduct of the 2021 Customer Satisfaction Survey for the Power Sector Assets and Liabilities Management Corporation

I. RATIONALE

The Power Sector Assets and Liabilities Management Corporation (PSALM) procures the services of a third-party survey provider to administer the 2021 Customer Satisfaction Survey and generate and interpret its results.

The survey is aligned with PSALM’s commitment to continuously improve on its operations as well as its goal of reaching the targets of its 2021 Governance Commission for Government-Owned-and-Controlled Corporation’s (GCG) Performance Scorecard. In addition, this complies with the requirements of PSALM’s Integrated Management System (IMS) for establishing a feedback mechanism from its stakeholders and parties of interest.

II. SCOPE OF WORK

- 1. Project Inception** - This involves a preliminary meeting/discussion between PSALM and the survey provider to clarify and finalize the project details such as survey methodology, expected outputs, key deliverables, timeframe of implementation, and responsibilities of each party. An inception report documenting agreements made shall be submitted by the provider.
(Output: Inception Report)
- 2. Survey Design** - The survey method is quantitative and the instrument to be used is the 2021 GCG-prescribed expanded survey questionnaire which is designed to probe the specific transactions of each group of PSALM customers participating in the survey. The survey questionnaire will be pretested to selected PSALM customers to assess its (a) responsiveness to survey objectives; (b) ease of administration of questionnaire; and (c) level of response rate.
- 3. Data Gathering** - Data gathering is conducted through the telephone survey. Given the challenging conditions posed by the COVID pandemic, this is deemed efficient and effective in reaching all types of customers during the survey fieldwork.
- 4. Data Analysis and Presentation** - The 2021 Customer Satisfaction Survey is quantitative as prescribed. As PSALM only has 115 respondents, the total universe should be targeted as survey respondents.

5. **Project Completion** - The report is considered complete after the results and the narrative report have been presented, submitted to and accepted by the PSALM Executive Committee.

III. RESPONDENTS

There are one hundred fifteen (115) target respondents for the survey. These are the asset buyers/bidders, power customers, renewable energy developers, self-generating facilities and independent power producers and independent power producer administrators who have direct transactions with PSALM within 2021.

Type of Customer	Total No.	Location
Asset Buyers/Bidders	24	Majority of Head Offices based in Metro Manila
Renewable Energy Developers and Self-Generating Facilities	5	Majority of Head Offices based in Metro Manila
IPP/IPPA	18	Majority of Head Offices based in Metro Manila
Power Customers	68	Majority of Head Offices based in provinces, some with satellite offices in Metro Manila
Total	115	

Complete contact information of the respondents, including names and other essential details, will be provided to the third-party consultant.

IV. METHODOLOGY, APPROACH AND SAMPLING TECHNIQUE

The Enhanced Standard Methodology for the Conduct of the Customer Satisfaction Survey prescribed by the Governance Commission for GOCCs (GCG) must be strictly followed for the conduct of the 2021 Customer Satisfaction Survey, a copy of which will be provided to the consultant.

V. PROJECT DURATION

This project will be implemented for a duration of five (5) months (September 2021 to January 2022) with the following milestones/activities:

- a. Preliminary meetings
- b. Inception Report
- c. Survey Design
- d. Data Gathering
- e. Data Analysis and Completion
- f. Presentation of Results and Recommendations to the PSALM Executive Committee
- g. Submission of the following:

- i. Final Report; and
- ii. GCG Required Documents:
 - a. Pre-test results
 - b. Pre-test report
 - c. Training report
 - d. Observation report
 - e. Clearing/debriefing report
 - f. Supervision/observation/spot checking report
 - g. Fieldwork progress report
 - h. Back checking report
 - i. Sample Accomplished Survey Forms (at least five (5))

The below table is the timeline for the project, including dates of completion per project milestone with corresponding percentage of payment per terms of the Contract.

Project Milestone	Timeline	Corresponding Payment (per terms of the Contract)
Pre-Implementation Phase		
Preliminary meetings with consultant and concerned units	20 - 24 September 2021	N/A
A. Submission of the Inception Report	01 October 2021	20% of the contract price
1. Data Collection	04-29 October 2021	N/A
2. Data Processing	03 - 19 November 2021	N/A
Implementation Phase		
B. Completion of Data Processing/Analysis and Submission of Overall Satisfaction Score *Upon completion of data processing/analysis and other supporting documents	22-29 November 2021	50% of the contract price
Post-Implementation Phase		
C. Submission of draft Report, inclusive of Presentation of Results and Recommendations to the Executive Committee	01-15 December 2021	20% of the contract price
D. Submission of Final Report	15 January 2022	10% of the contract price

Regular reporting on the progress of the survey is required throughout the duration of its conduct.

VI. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the conduct of the survey is **SIX HUNDRED FIFTEEN THOUSAND PESOS (PHP615,000.00)** inclusive of all applicable taxes, chargeable to the Strategic Communication and Partnership Division's approved budget.

VII. GENERAL CONDITIONS OF THE CONTRACT

- A. The proposal shall be duly signed by the Service Provider or its authorized representative.
- B. The Service Provider shall be held liable for the effect or consequence of providing the project's outputs which do not meet the specifications under Item IV upon PSALM's inspection and GCG validation, including the resulting consequences for the delay in submission. The Service Provider shall be liable to pay for any provisional relief that PSALM may opt to secure until the replacement of the required outputs is made.

The replacement of wrong or inaccurate outputs (failure to strictly follow the guidelines of Governance Commission for GOCCs) 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 Service Provider shall hold PSALM free and harmless from any claim, damage, obligation, liability or injury caused to a third party resulting from the act, omission, fault or negligence of the Service Provider, 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 Service provider shall process the complete contact information of the respondents, including names and other essential details, only upon the documented instructions of PSALM and only to achieve the purposes of the customer satisfaction survey. The Service Provider shall assume the obligation of confidentiality of the information given by PSALM and implement appropriate security measures and comply with the data privacy laws, regulations, and relevant government issuances. The Service Provider shall delete or return all complete contact information of the respondents, including names and other essential details, to PSALM after the end of the project, and shall not retain any copy thereof.

- D. 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.
- E. Force Majeure. The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Service Provider'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 Service Provider could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Service Provider. 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 Service Provider 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.

- F. Termination. The following shall govern the termination of the Contract: (a) that the Service Provider failed to deliver the required output or to remedy any defect in its delivery; (b) that PSALM shall be entitled to Liquidated Damages under Item VII (D) of the TOR and/or other resultant costs; and (c) that the procedure for such termination shall be implemented.

VIII. PAYMENT TERMS

The services for the conduct of the survey will be paid based on the milestones/accomplishments in the different stages of the survey, of which time and manner of payment are mutually agreed between PSALM and the consultant.

Particulars	Proportionate Rate (%) of Total Contract Price
a. Upon submission of the Inception Report	20% of Contract Price
b. Upon completion of Data Gathering and other support documents (all reports listed under Item V)	50% of Contract Price
c. Upon presentation of results and recommendations to the Executive Committee	20% of Contract Price
d. Upon submission and acceptance of Final Report	10% of Contract Price

IX. RETENTION

The five (5) percent retention money shall be deducted at each staggered payment in accordance with the schedule in Item VIII.

X. PERFORMANCE SECURITY

- A. To guarantee the faithful compliance by the winning bidder of its obligations in 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.
- B. 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; and	
(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%)

C. Failure of the winning Bidder to comply with the abovementioned requirements shall constitute sufficient ground for the nullification of the award.

ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE:

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED OFFICIAL,
DESIGNATION AND PRINTED NAME OF COMPANY

ANNEX "B"

Detailed Bid Price Schedule

Date: _____

Project: Conduct of the 2021 Customer Satisfaction Survey for the Power Sector Assets and Liabilities and Management Corporation (PSALM)

Code: Project Reference No. 2021-SVP-CSSP-043-01

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

Date of Submission: _____

Time of Submission: _____

After having carefully read, examined and accepted the terms and conditions in the Terms of Reference for the **Conduct of the 2021 Customer Satisfaction Survey for the Power Sector Assets and Liabilities and Management Corporation (PSALM) (Project Reference No. 2021-SVP-CSSP-043-01**, I/we quote you on the item/s at price noted below:

Item No.	Description
I	Third Party Services for the Conduct of 2021 Customer Satisfaction Survey

Bid Price (PHP)

In figure

Add: 12% VAT

Total Bid Price (with VAT) (PHP) In figure

Total Bid Price (PHP) In words

Note: The Total Bid Price shall not exceed with the Approved Budget for the Contract in the amount of PHP615,000.00.

Signature Over Printed Name of Consultant/
Authorized Representative

Position: _____

Date: _____

ANNEX “C”

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

1. **Select one, delete the other:**

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

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

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor or authorized representative of *[Name of Consultant]*, 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]**[insert “as shown in the attached duly notarized Special Power of Attorney” for authorized representative]*;

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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;

3. *[Name of Consultant]* 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 Consultant]* 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 Consultant]* 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 Consultant]* complies with existing labor laws and standards; and
8. *[Name of Consultant]* 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]*.
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.

[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. _____.

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 _____.

ANNEX "D"

CONTRACT

**FOR THE PROCUREMENT OF SERVICES FOR THE CONDUCT OF THE 2021
CUSTOMER SATISFACTION SURVEY FOR THE POWER SECTOR ASSETS AND
LIABILITIES MANAGEMENT CORPORATION
(Project Reference No. 2021-SVP-CSSP-043-01)**

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

The **POWER SECTOR ASSETS AND LIABILITIES MANAGEMENT CORPORATION (PSALM)**, with principal office address at the 24th Floor, Vertis North Corporate Center 1, Astra corner Lux Drives, North Avenue, Quezon City 1101, represented by its President and CEO, **IRENE JOY BESIDO-GARCIA**, duly authorized for this purpose by virtue of 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 _____ (hereinafter referred to as "the SUPPLIER") with principal address at _____, Philippines, represented by its _____, _____, duly authorized for this purpose during a special meeting of the Board of Directors held on _____ as evidenced by its Secretary's Certificate dated _____, a copy of which is attached as Annex "B";

ANTECEDENTS:

PSALM invited Bids for the **Procurement of Services for the Conduct of the 2021 Customer Satisfaction Survey for the Power Sector Assets and Liabilities Management Corporation (Project Reference No. 2021-SVP-CSSP-043-01)**, through Negotiated Procurement (Small Value Procurement), with an Approved Budget for the Contract of Six Hundred Fifteen Thousand Pesos (PHP615,000.00), inclusive of all applicable taxes.

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

Based on the Abstract of Quotations/Ratings gathered from the quotations and proposals submitted, the BAC recommended "the SUPPLIER" as the one who submitted the Lowest Calculated and Responsive Quotation/Proposal in the sum of _____ (PHP _____) ("Contract Price"), which was approved by PSALM.

Signed in the Presence of:

EMELINA S. BLANCO
Department Manager, SCPMO
PSALM Corporation

SUPPLIER

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

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:
 - (a) Invitation to Submit Proposal;
 - (b) 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;
 - (c) the Terms of Reference;
 - (d) the BAC Resolution No. SBAC-2021-0__;
 - (e) the Notice of Award;
 - (f) the Performance Security;
 - (g) the Notice to Proceed; and
 - (h) the Office of the Government Corporate Counsel (OGCC) Contract Review No. ____, series of 2021 dated _____;
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. 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 this contract.
4. Miscellaneous Provisions
 - 4.1 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.
 - 4.2 Liquidated Damages. The Supplier shall be liable for payment of liquidated damages in case of breach of any provisions of this Contract. 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

Signed in the Presence of:

EMELINA S. BLANCO
Department Manager, SCPMO
PSALM Corporation

SUPPLIER

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

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.

- 4.3 Amendments. Amendments to this Agreement may only be made by mutual written agreement of the parties.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 The terms, conditions, and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties, successors, or assigns.
- 4.9 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:

EMELINA S. BLANCO
Department Manager, SCPMO
PSALM Corporation

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
_____ (for the Supplier).

(SUPPLIER)

Witnessed by:

EMELINA S. BLANCO
Department Manager
SCPMO, 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 five (5) 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:

EMELINA S. BLANCO
Department Manager, SCPMO
PSALM Corporation

SUPPLIER

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

ANNEX “E”

**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

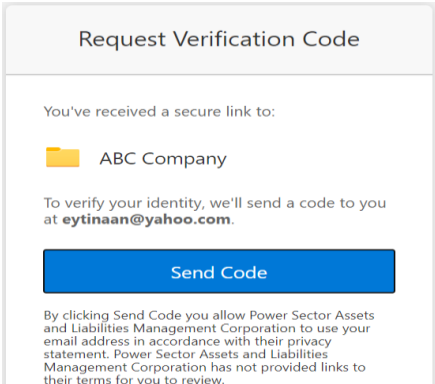
1. The Bidder must pay for the amount indicated in the Invitation to Bid before the Bidder can send their bids through the PSALM online bidding system.
2. After paying the bidding document fee, the Bidder must send an email to the BAC Secretariat at BACSec2021@psalm.gov.ph and must attach the following:
 - 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

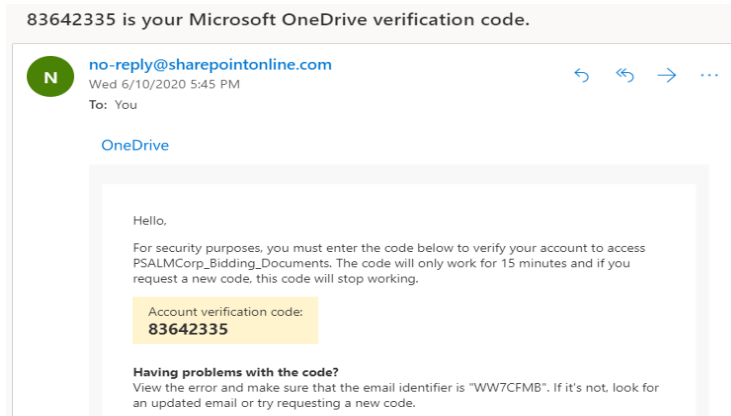
Submission of Bids

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. <ul style="list-style-type: none"> • Verification Page
	
6.	After clicking the “Send Code” button, the verification code will be sent to the Bidder’s registered email address.

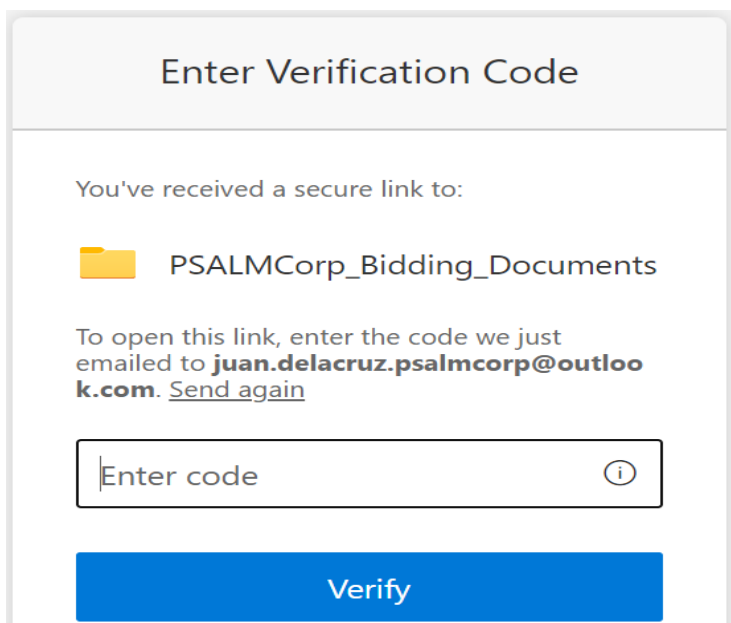
Procedures / Steps on How to Submit a Bidding Documents and Other Required Documents

- Verification Code email message



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

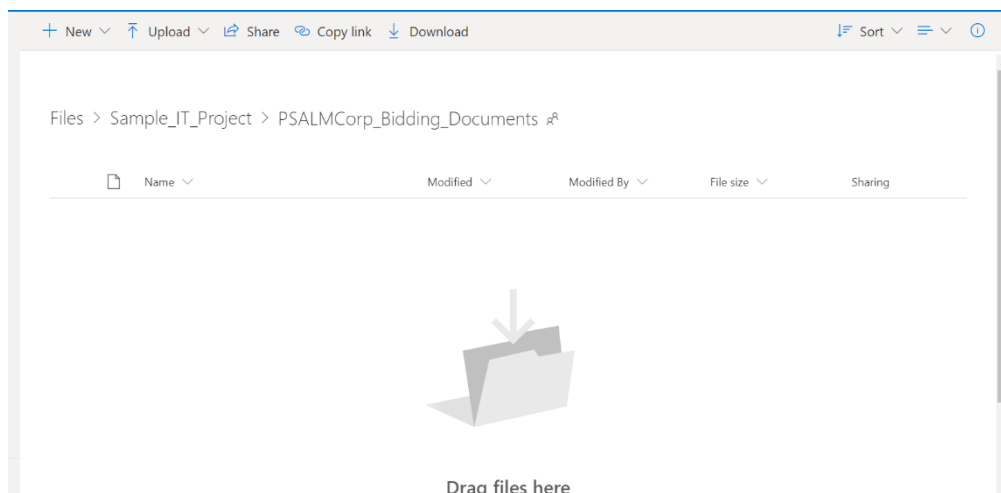
- Verification Page
- The Bidder should enter the code immediately since it has an expiration time. An error will occur once the code has expired.



“The existing code expired, we’ve sent an email with a new code to

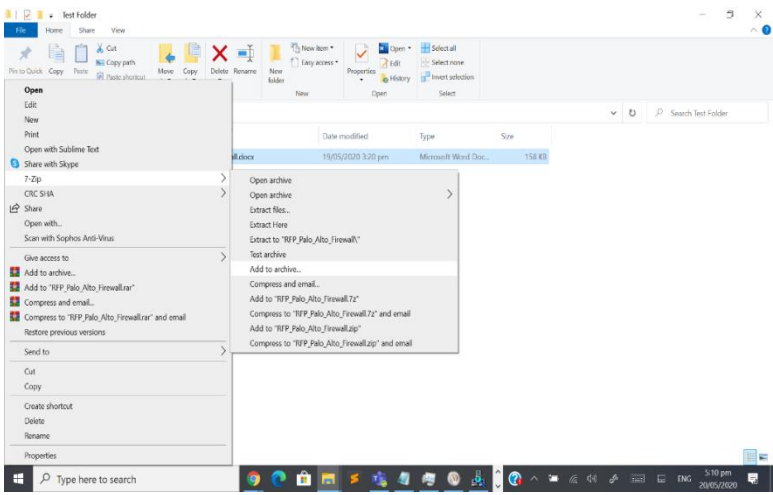
juan.delacruz.psalmcorp@outlook.com. Please use the latest email that has the email identifier **ZYWS02C.**”

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

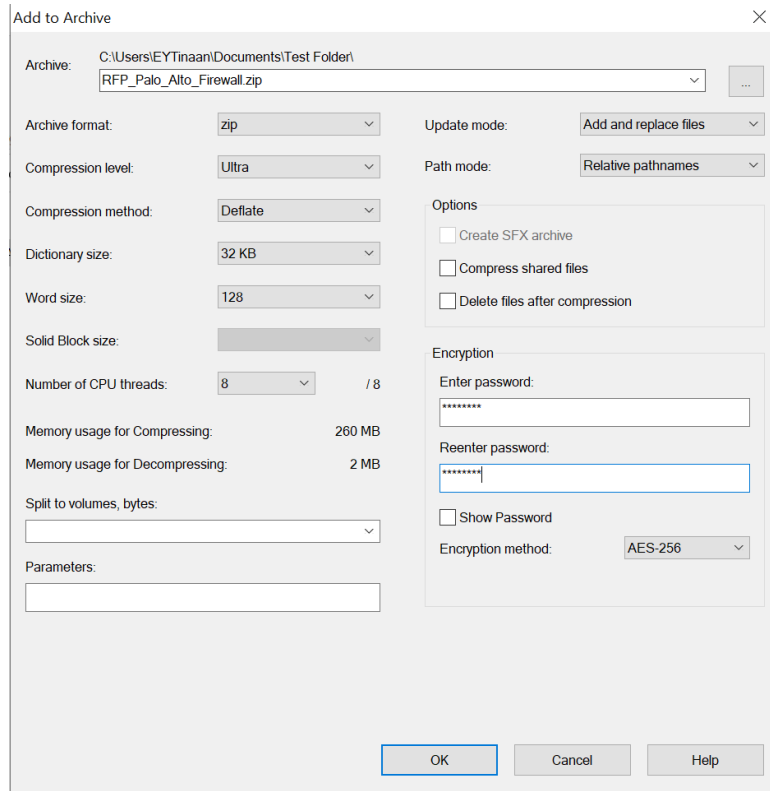


Procedures / Steps on How to Submit a Bidding Documents and Other Required Documents
<p>9. The Bidder can now start uploading the Bidding Documents and other requirements until the deadline of submission.</p> <ul style="list-style-type: none">• Bidder is advised to upload the bidding documents before 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.
<p>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.</p>
<p>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:</p> <ol style="list-style-type: none">a. A password protected zipped file containing the two PDF files.b. The two PDF files must be named with the following format:<ol style="list-style-type: none">i. First Envelopeii. Second Envelopec. The first PDF file should be password protected and corresponds to each section of the documentary and legal requirements, i.e. PhilGEPs Registration, Business Permit, Tax Returns, Conformity with Annexes "A" and "B", Omnibus Sworn Statement, Forms and Annexes, etc.d. The second PDF file must be also password protected and should contain the financial bid. <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:</p> <ul style="list-style-type: none">Procurement Project Title:Project Reference No.:Company Name:Address:Name of the bidder's authorized representative:Contact Nos.:Email address:
<p>13. After uploading all the requirements, the Bidder must send an email to the BAC Secretariat at BACSec2021@psalm.gov.ph and bid.submission@psalm.gov.ph to confirm the uploaded documents and</p>

Procedures / Steps on How to Submit a Bidding Documents and Other Required Documents																
<p>requirements. The Bidder must attach the picture or screenshot of the uploaded documents and requirements.</p> <p>Files > Sample_IT_Project > PSALMCorp_Bidding_Documents</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Modified</th> <th>Modified By</th> <th>File size</th> <th>Sharing</th> </tr> </thead> <tbody> <tr> <td>RFP_Palo_Alto_Firewall.zip</td> <td>A few seconds ago</td> <td>juan.delacruz.psalmcorp@</td> <td>151 KB</td> <td>Shared</td> </tr> <tr> <td>Company Name_Project Name.txt</td> <td>32 minutes ago</td> <td>juan.delacruz.psalmcorp@</td> <td>159 bytes</td> <td>Shared</td> </tr> </tbody> </table>		Name	Modified	Modified By	File size	Sharing	RFP_Palo_Alto_Firewall.zip	A few seconds ago	juan.delacruz.psalmcorp@	151 KB	Shared	Company Name_Project Name.txt	32 minutes ago	juan.delacruz.psalmcorp@	159 bytes	Shared
Name	Modified	Modified By	File size	Sharing												
RFP_Palo_Alto_Firewall.zip	A few seconds ago	juan.delacruz.psalmcorp@	151 KB	Shared												
Company Name_Project Name.txt	32 minutes ago	juan.delacruz.psalmcorp@	159 bytes	Shared												
14. The BAC Secretariat shall send an email to the bidder acknowledging and confirming the bidder's submission.																
15. The BAC shall bar all incoming bids 30 minutes after the closing date and time. Upon reaching the deadline of the certain project, the BAC Secretariat will inform the PSALM ISTD to remove the sharing of the folder.																
16. After removal of the sharing of the particular folder, the Bidder will not be able to submit any revised documents and requirements.																
17. An On-line Bidder may withdraw its bid before the deadline for the submission and receipt of bids.																

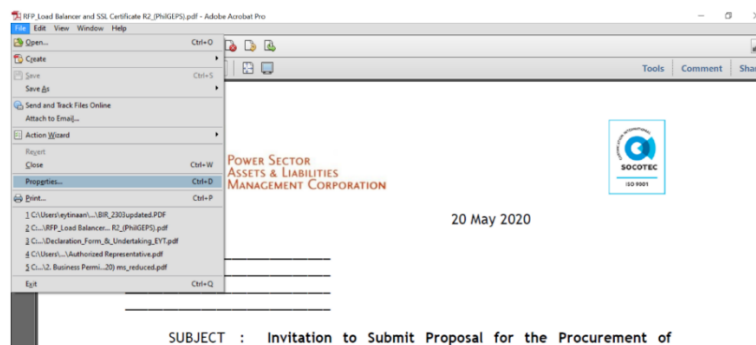
Procedures / Steps on How to ZIP a File with Password	
1. User can download a free file archiver software though this link https://www.7-zip.org/	
2. Install the downloaded software	
3. Right click the document that needs to be archived	
4. Select 7-zip > Add to archive...	

5. Select the destination of the file
6. Make sure to choose the following:
 - a. Archive format - ZIP
 - b. Encryption method - AES-256
 - c. Compression level - ULTRA
 - d. Leave other options to their default value
7. Input the password to the two password fields
8. Make sure that the Show Password is unchecked
9. Click OK to continue

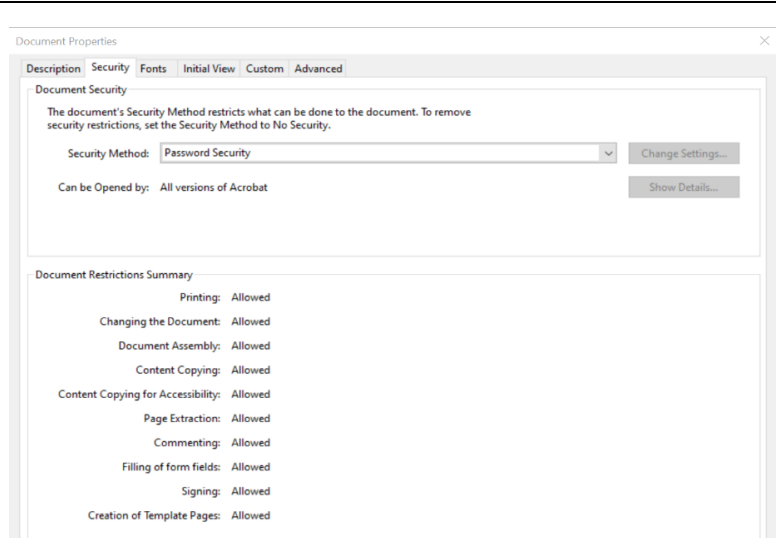


Procedures / Steps on How to Protect a PDF File

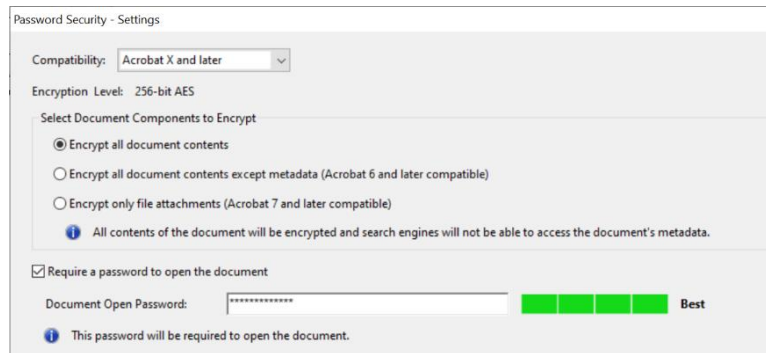
1. Before protecting or putting a password into a PDF file, the user must have an Adobe Acrobat paid version installed or any software that can protect a PDF file.
2. Open the PDF file that needs to be protected. Make sure to open the file to a software that can protect a PDF document. In this example,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



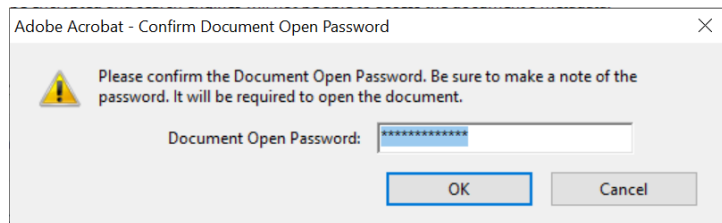
4. Select the Security Tab.
5. In Security Method field, select Password Security.



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.

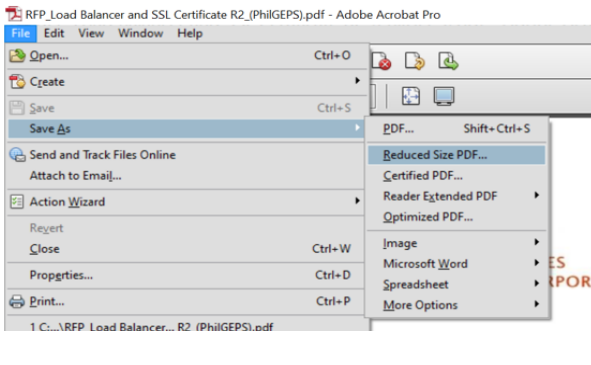
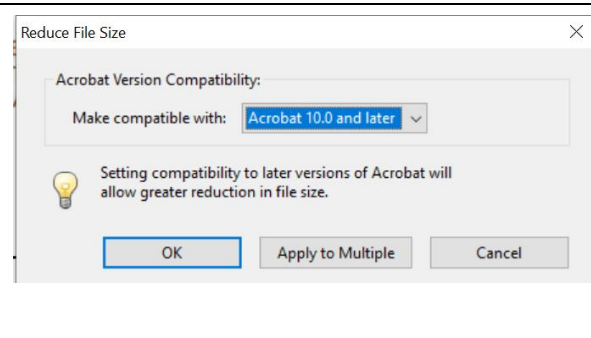
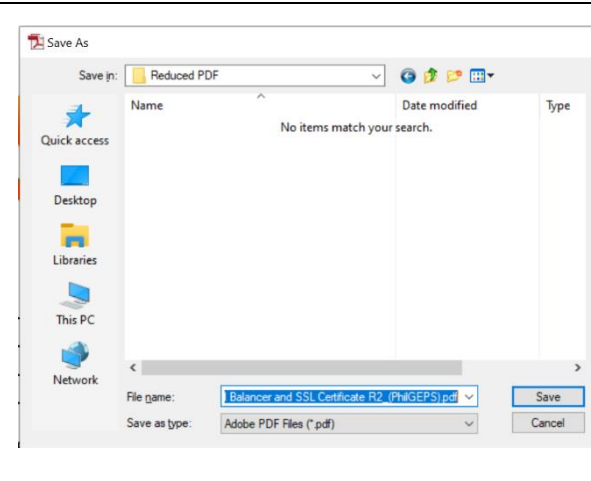


9. Confirm the password and click OK.
10. Save the changes made to the file.



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).

<p>3. Click the File > Save As > Reduced Size PDF.</p>	
<p>4. In Make compatible with option, select Acrobat 10.0 and later. 5. Click OK to continue.</p>	
<p>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.</p>	

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 bidd