

01 July 2021

SUBJECT : Invitation to Submit Proposal for the Procurement of Supply and Delivery of Vitamin Supplements for PSALM Corporation for CY 2021 (Project Reference No. 2021-SVP-VIT-038-01)

Dear _____:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is procuring for the **Supply and Delivery of Vitamin Supplements for PSALM Corporation for CY 2021** with an Approved Budget for the Contract (ABC) in the amount of **TWO HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED PESOS (PHP285,500.00)**, 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 Philippine Government Electronic Procurement System (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 the equivalent document in case of an economic zone.
3	Latest income tax returns filed and paid through the Bureau of Internal Revenue (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.
4	Latest Business Tax Returns, which refers to the Value Added Tax (VAT) and/or Percentage Tax Returns covering the previous six (6) months:

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.

Invitation to Submit Proposal for the Procurement of
Supply and Delivery of Vitamin Supplements for PSALM Corporation
(Project Reference No. 2021-SVP-VIT-038-01)

	<p>a) VAT - BIR Form No. 2550 covering the:</p> <ul style="list-style-type: none"> i. the latest quarters (2550Q) (i.e. 4th Quarter of 2020 and 1st Quarter of 2021) ii. the latest months (2550M) (i.e. April 2021 and May 2021) 	and/ or	<p>b) Quarterly Percentage Tax - BIR Form No. 2551 covering the:</p> <ul style="list-style-type: none"> i. the latest quarters (2551Q) (i.e. 4th Quarter of 2020 and 1st Quarter of 2021) ii. the latest months (2551M) (i.e. April 2021 and May 2021)
	<p>Bidders filing both VAT and Percentage Tax Returns must submit both returns, or the equivalent documents in case of foreign bidders.</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>Certificate of Product Registration issued by the Food and Drug Administration.</p>		
7	<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 GPBB Resolution No. 1-2014.
3. Original Copy of the notarized Omnibus Sworn Statement.

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.psalms.gov.ph>), provided that the Bidder shall pay the applicable fee of **Five Hundred Pesos (PhP500.00)** not later than the submission of proposals.

Payment may be made online by depositing the applicable fee to the PSALM Land Bank of the Philippines (LBP) account with following details:

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

Thereafter, the Bidder must send the proof of payment and register its email address to the BAC Secretariat at bacsec2020@psalm.gov.ph.

Kindly submit your proposal in electronic form (PDF with complete attachments) to the email address: bid.submission@psalm.gov.ph on or before **11:30 AM, 06 July 2021**. Thereafter, proposals will be opened at **11:45 AM, 06 July 2021** through video conferencing/webcasting via Zoom Cloud Meetings. 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 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 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 E).

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) 7902-9000
e-mail: gbsantos@psalm.gov.ph; msbregis@psalm.gov.ph

Very truly yours,



GLENN B. SANTOS
Manager, HRASD

Annex “A”

TERMS OF REFERENCE (TOR)

**Procurement of Supply and Delivery of Vitamin Supplements for PSALM Corporation for CY 2021
(Project Reference No. 2021-SVP-VIT-038-01)**

RATIONALE

The Power Sector Assets and Liabilities Management (PSALM) Corporation continues to ensure a healthy workforce through its Health and Wellness Program which includes the distribution of vitamin supplements to its employees every year. As part of the CY 2021 Health and Wellness Maintenance Program, PSALM Corporation intends to procure the following vitamin supplements for its 237 plantilla and non plantilla personnel:

No.	Vitamin Type	Item Description
I	Multivitamins	Oral, per tablet/capsule: Vit A 425-525 mcg RE, Vit B1 0.7-1.3 mg, Vit B2 0.7-1.3 mg, Vit B6 1.6-2 mg, Vit B12 3-5 mcg, Vit C 65-80 mg, Vit D 400 IU, Vit E 6-10 mg, Folic Acid 10-170 mcg, Niacin 13-23 mg
II	Ascorbic Acid	Oral, per tablet: 500 mg
II	Vitamin B1 B6 B12	Oral, per tablet/capsule: 100 mg B1, 5 mg B6, 50 mcg B12

I. Approved Budget for the Contract

The Supplier shall bid for all items described in this TOR, which shall not exceed the Approved Budget for the Contract (ABC) of **TWO HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED PESOS (PHP285,500.00)**, inclusive of delivery costs and all applicable taxes, bank and government charges.

II. Requirements

A. The Supplier should be able to supply and deliver the Vitamins for PSALM Corporation, with the following details:

No.	Vitamin Type	Quantity	Item Description
I	Multivitamins	86,505 pcs.	Oral, per tablet/capsule: Vit A 425-525 mcg RE, Vit B1 0.7-1.3 mg, Vit B2 0.7-1.3 mg, Vit B6 1.6-2 mg, Vit B12 3-5 mcg, Vit C

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.

No.	Vitamin Type	Quantity	Item Description
			65-80 mg, Vit D 400 IU, Vit E 6-10 mg, Folic Acid 10-170 mcg, Niacin 13-23 mg
II	Ascorbic Acid	86,505 pcs.	Oral, per tablet: 500 mg
II	Vitamin B1 B6 B12	86,505 pcs.	Oral, per tablet/capsule: 100 mg B1, 5 mg B6, 50 mcg B12

B. Other Requirements

1. The Supplier must have a minimum of three (3) years' experience as medical supplier/retailer.
2. All vitamins must be manufactured locally, packed for shipment, stored and shipped in accordance with, or in a manner that shall meet or exceed, the requirements of the Food and Drug Administration.
3. Vitamin supplements shall have a minimum shelf-life of at least eighteen (18) months from the date of delivery.
4. Vitamin supplements shall be delivered at PSALM Corporation, 24F Vertis North Corporate Center 1, Astra cor. Lux Drives, North Avenue, Quezon City on the dates to be determined by the Human Resource Management and Development Division.
5. The Supplier shall complete the supply and delivery to PSALM within fifteen (15) days from the date of receipt by the Supplier's authorized representative of PSALM's Purchase Order.
6. PSALM's authorized representative/s shall have the right to inspect the vitamins at the point of delivery which shall be at the 24F Vertis North Corporate Center 1, Astra cor. Lux Drives, North Avenue, Quezon City.

III. 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 No. 9184, otherwise known as the Government Procurement Reform Act.

IV. General Conditions of the Contract

- A. The proposal shall be duly signed by the Supplier 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 under Item II 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 and PSALM'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 thereunder, and to comply with all its terms and conditions.

- C. The Supplier warrants that: (a) the Goods supplied under this Contract are new and comply with all of PSALM's requirements; (b) there is no defect arising from the components, manufacturing, or from the 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 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 unfavorable 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 IV (E) of the TOR and/or other resultant costs; and (c) that the procedure for such termination shall be implemented.

V. Payment Scheme

The payment for the vaccines shall be on a send bill arrangement upon submission and receipt of the Statement of Account addressed to the Manager, Human Resource and Administrative Services Department and subject to the issuance of the certificate of final acceptance.

Detailed Bid Price Schedule

Date: _____

Project: Procurement of Supply and Delivery of Vitamin Supplements for
PSALM Corporation for CY 2021

Code: Project Reference No. 2021-SVP-VIT-038-01

Date of Submission: _____

Time of Submission: _____

(Bidder 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-VIT-038-01, I/we submit our quotation/s on the item/s as follows:

No.	Vitamin Type/ Description	Quantity (in Pcs)	Offer Price per piece without VAT (in PhP)	Total Price without VAT (in PhP)
1	Multivitamins Oral, per tablet/capsule: Vit A 425-525 mcg RE, Vit B1 0.7-1.3 mg, Vit B2 0.7-1.3 mg, Vit B6 1.6-2 mg, Vit B12 3-5 mcg, Vit C 65-80 mg, Vit D 400 IU, Vit E 6-10 mg, Folic Acid 10-170 mcg, Niacin 13-23 mg	86,505		
2	Ascorbic Acid Oral, per tablet: 500 mg	86,505		
3	Vitamin B1 B6 B12 Oral, per tablet/capsule: 100 mg B1, 5 mg B6, 50 mcg B12	85,775		

Note:

- The Total Bid/Quoted Price shall not exceed the Approved Budget for the Contract inclusive of VAT.
- 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."

Bid Price (PHP)
(without VAT)
In figure

Add: 12% VAT

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

Total Bid Price (PHP)
In words

Signature Over Printed Name of Bidder/
Authorized Representative

Position: _____

Date: _____

ANNEX “C”

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

OMNIBUS SWORN STATEMENT

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

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

- a) Carefully examine all of the bidding documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*; and
9. (Name of bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
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 _____ 2021, Philippines.

NOTARY PUBLIC

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

CONTRACT

FOR THE PROCUREMENT OF SUPPLY AND DELIVERY OF VITAMIN SUPPLEMENTS FOR PSALM CORPORATION (Project Reference No. 2021-SVP-VIT-038-01)

Signed in the Presence of:

GLENN B. SANTOS
Department Manager, HRASD
PSALM Corporation

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. _____, dated _____ as evidenced by the Secretary's Certificate dated _____, 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";

Supplier

Representative

ANTECEDENTS:

PSALM submitted a request to its Bids and Awards Committee (BAC) for the Procurement of Supply and Delivery of Vitamin Supplements for PSALM Corporation (Project Reference No. 2021-SVP-VIT-038-01), through Negotiated Procurement (Small Value Procurement), with an Approved Budget for the Contract of **Two Hundred Eighty-Five Thousand Five Hundred Pesos (Php285,500.00)**, inclusive of delivery costs and all applicable taxes.

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

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

Signed in the Presence of:

Supplier

PSALM Corporation

GLENN B. SANTOS

Department Manager, HRASD
PSALM Corporation

Representative

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:
 - 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 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; and
 - 1.6 the Office of the Government Corporate Counsel (OGCC) Contract Review No. ____, series of 2021 dated _____ 2021.
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 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

Signed in the Presence of:

GLENN B. SANTOS
Department Manager, HRASD
PSALM Corporation

Supplier

Representative

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

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, 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 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:

GLENN B. SANTOS
Department Manager, HRASD
PSALM Corporation

Supplier

Representative

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

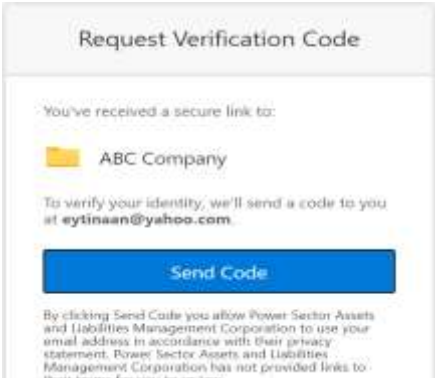
1. The Bidder must pay for the amount indicated in the Invitation to Bid before the Bidder can send their bids through the PSALM online bidding system.
2. After paying the bidding document fee, the Bidder must send an email to the BAC Secretariat at BACSec2021@psalm.gov.ph and bid.submission@psalm.gov.ph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

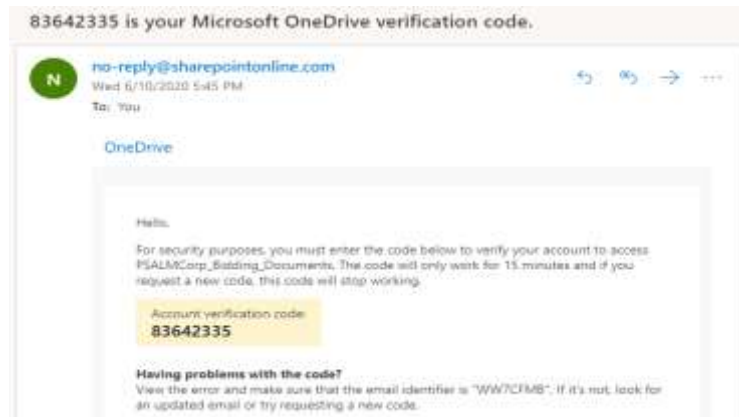
1. The Invitation to Bid, including the Bidding Documents shall clearly state whether the submission and receipt of bids through electronic means is available for the procurement opportunity.
2. The Bidder shall submit their Bids by uploading it to the provided shared folder at any time before the closing 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.	
<ul style="list-style-type: none">• Verification Page	

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

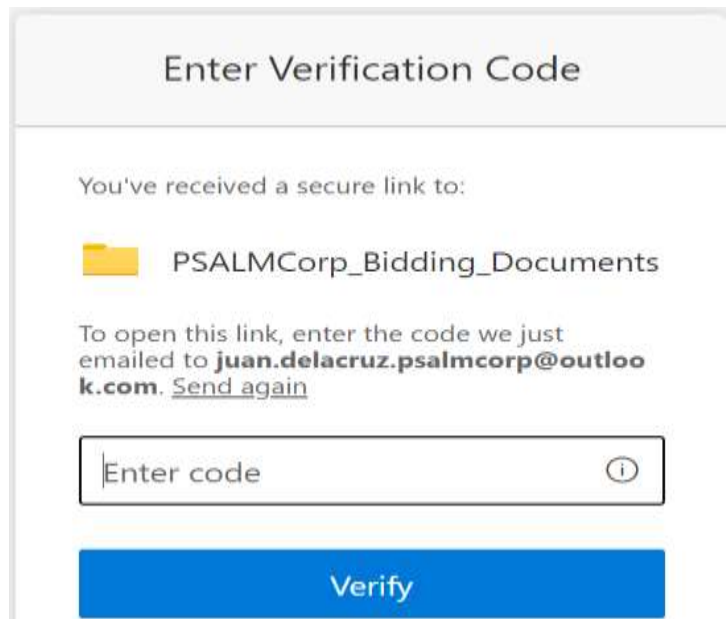
6. After clicking the “Send Code” button, the verification code will be sent to the Bidder’s registered email address.

- Verification Code email message



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

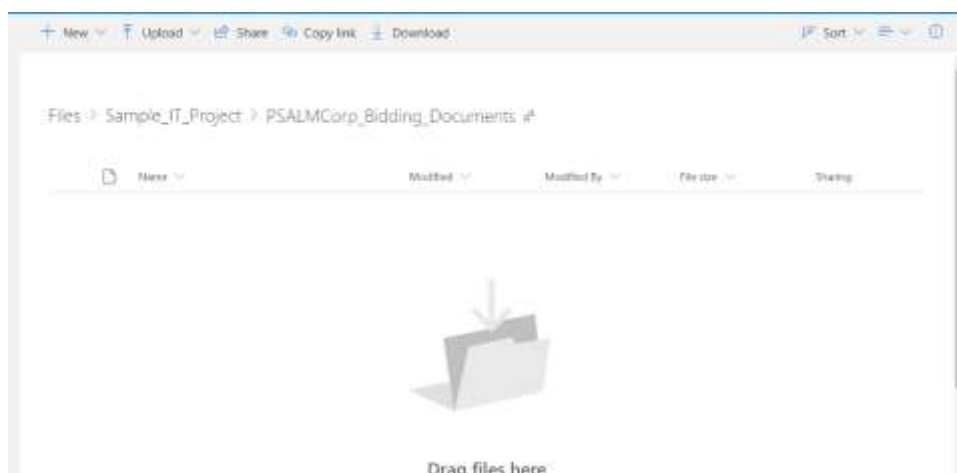
- Verification Page
- The Bidder should enter the code immediately since it has an expiration time. An error will occur once the code has expired.



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

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

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



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

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

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

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

Contents of the File:

Procurement Project Title:

Project Reference No.:

Company Name:

Address:

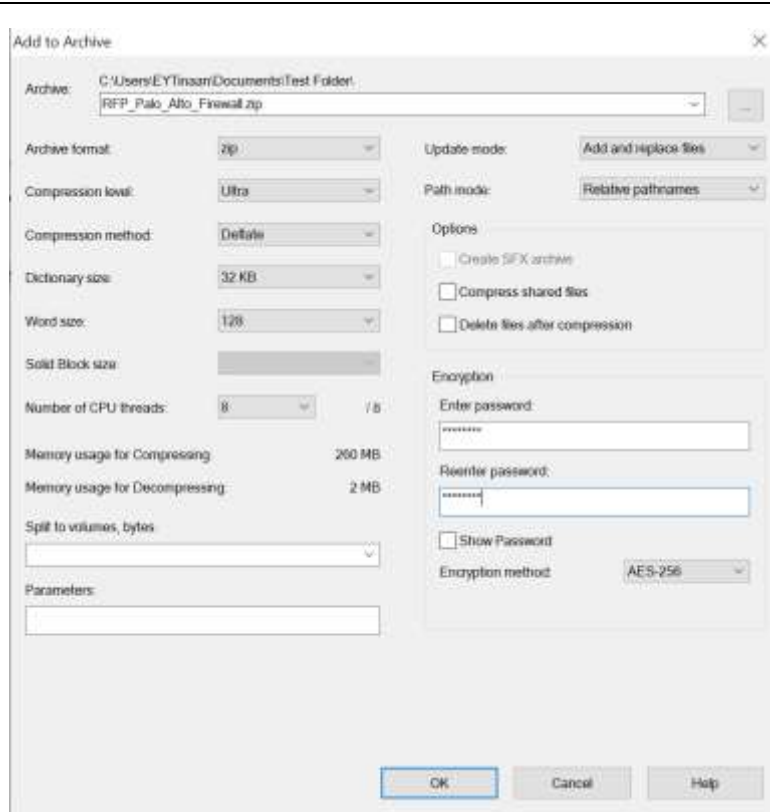
Name of the bidder's authorized representative:

Contact Nos.:

Email address:

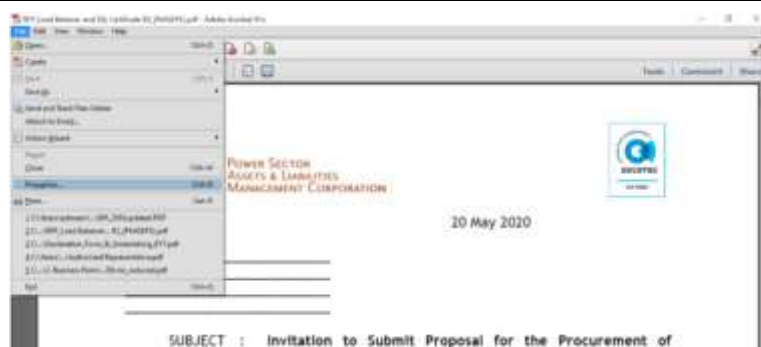
13. After uploading all the requirements, the Bidder must send an email to the BAC Secretariat at BACSec2020@psalm.gov.ph and bid.submission@psalm.gov.ph to confirm the uploaded documents and

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

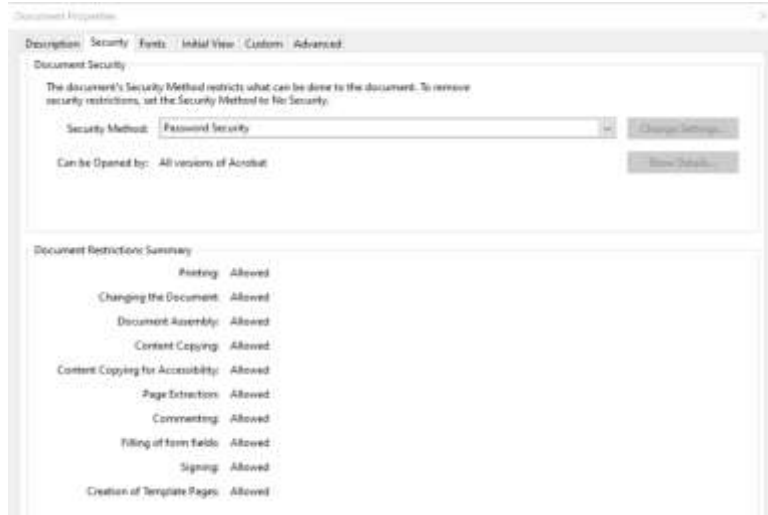


Procedures / Steps on How to Protect a PDF File

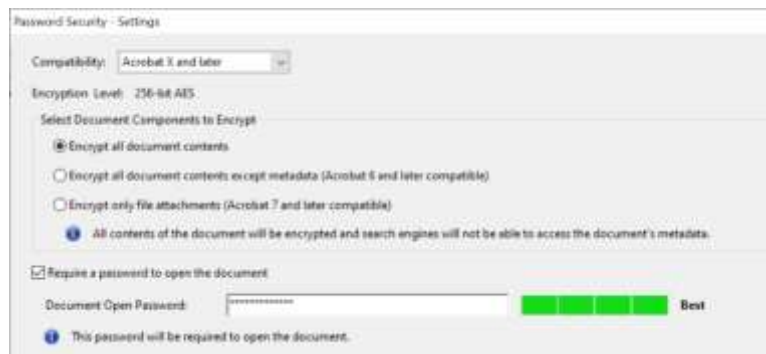
1. Before protecting or putting a password into a PDF file, the user must have an Adobe Acrobat paid version installed or any software that can protect a PDF file.
2. Open the PDF file that needs to be protected. Make sure to open the file to a software that can protect a PDF document. In this example,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



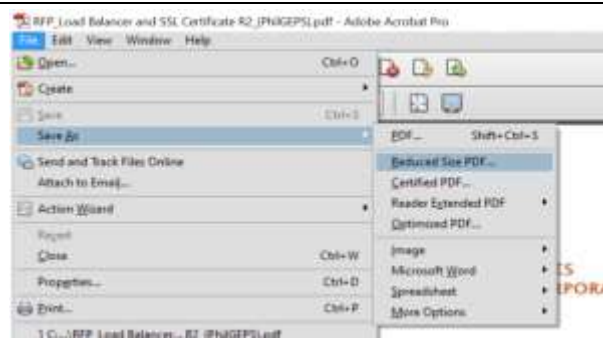
9. Confirm the password and click OK.
10. Save the changes made to the file.



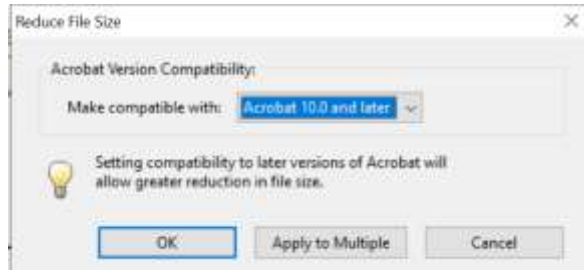
Procedures / Steps on How to Reduce the Size of the PDF File

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).

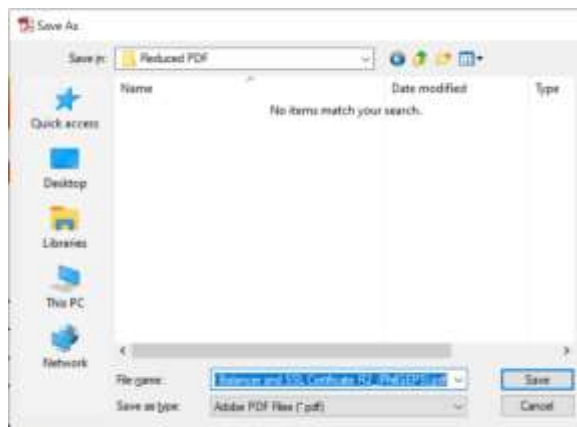
3. Click the File > Save As > Reduced Size PDF.



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.