

09 October 2020

SUBJECT : Invitation to Submit Proposal for the Procurement of Point-to-Point Connection Between PSALM Vertis North Office and Disaster Recovery Site (Project Reference No. 2020-SVP-PTPC-044-02)

Dear _____:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is procuring services for the **Procurement of Point-to-Point Connection Between PSALM Vertis North Office and Disaster Recovery Site (Project Reference No. 2020-SVP-PTPC-044-02)** with an Approved Budget for the Contract (ABC) in the amount of **EIGHT HUNDRED THOUSAND PESOS (Php800,000.00)**, inclusive of VAT.

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

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

1	Certification of PhilGEPS Registration/ 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 foreign bidders.
3	Notarized Annex D (Conformity with Annex A (Schedule Of Requirements) and Annex B (Technical Specifications)).
4	Notarized Omnibus Sworn Statement (Annex E). 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.
5	Latest income tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS). Latest annual Income Tax Return (ITR) shall refer to the ITR for the year 2019 filed in 2020. For new establishments which have no annual ITR yet, it

¹ Note: Only PhilGEPS registration number (Red Membership) is required for this project and not necessarily Platinum membership

	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.		
6	Latest Business Tax Return refers to the following, whichever is applicable:		
	a) Value Added Tax (VAT) - BIR Form No. 2550 covering the: <ul style="list-style-type: none"> i. latest quarter (2550Q); AND ii. latest month (2550M) prior to the bid opening. 	and/or	b) Quarterly Percentage Tax Returns BIR Form No. 2551
	Bidders filing both VAT and Percentage Tax Returns must submit both returns, or the equivalent documents in case of foreign bidders.		
7	Detailed Bid Price Schedule (Annex C) / Total Bid Price in Figures (PhP)		

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. National Telecommunication Corporation (NTC) permit to operate; and
4. Original 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 the PSALM (<https://www.psalm.gov.ph>), provided that 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 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: BACSEC2020@psalm.gov.ph on or before **11:00 AM, 14 October 2020**. Thereafter, proposals will be opened at **11:15 AM** on the same date through video conferencing/webcasting via Zoom Cloud Meetings. The BAC Secretariat will send the meeting ID to the bidder/s prior to the opening of proposals.

As a rule, please be informed that PSALM reserves the right to accept or reject proposal, and/or annul this procurement, at any time prior to contract award, without incurring liability. Further, PSALM will not be responsible for any costs or expenses encountered by your company in the preparation of your proposal.

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: BAC2020@psalm.gov.ph

BACSec2020@psalm.gov.ph

Very truly yours,



MARIA ILYN G. ALBITO

Chairperson

BIDS AND AWARDS COMMITTEE

Annex "A"

SCHEDULE OF REQUIREMENTS

- 1) Contract Period
 - The Contract term shall be twelve (12) months from the date of activation of the service.
 - The activation of the service shall commence upon the issuance of Certificate of Effectivity by PSALM.
- 2) Required Documents
 - Document indicating the Contract period; and
 - Support Procedures and Problem Escalation.
- 3) Liquidated Damages
 - Liquidated Damages will be imposed if the delivery of the required documents and/or any deliverables will not be accomplished by the winning bidder after thirty (30) days upon receipt of the Notice to Proceed.
 - The applicable rate for the liquidated damages is one tenth (1/10) of one (1) percent of the total bid price of the winning bidder for every day of delay.
- 4) Payment Terms
 - Payment for the service shall be on a fixed monthly rate, VAT inclusive.
 - The first payment shall be made after the winning bidder's issuance of the invoice/billing.
 - The winning bidder issuance of their first invoice/billing is 30 days from the issuance of Certificate of Effectivity.
- 5) Retention
 - The retention bond shall be deducted from every Monthly Billing payment.
 - The maximum deduction for the retention bond shall be one percent (1%) of the fixed Monthly Billing or the Monthly Recurring Fee (MRF).
 - If the supplier would opt to provide a special bank guarantee, it must inform PSALM before the acceptance of the project. However, it must include the condition of the penalty, stated in Technical Specifications, in the special bank guarantee.
- 6) Rebate
 - Rebate computation shall be as follows:
Rebate for the Month = $\frac{\text{Monthly Rental} \times \text{Total downtime for the month (in hrs.)}}{\text{No. of hrs on the applicable month}}$
This Rebate is subject to the following conditions:
 - a) PSALM shall be responsible to report to winning bidder's Helpdesk any outages experienced by the network.
 - b) PSALM shall submit a written/formal or email advice to the winning bidder to document its claim for any rebates for outages, subject to the winning bidder's verification. The winning bidder shall grant rebates based on the results of its verification.

- c) The following outages are not subject to rebates:
 - i. Outages due to PSALM's fault, equipment failure (e.g., failure of PSALM's UPS) and applications.
 - ii. Scheduled maintenance
 - iii. Inability of the winning bidder staff to gain access to the PSALM's premises for the purpose of fault rectification
 - iv. Incidents of Force Majeure and Fortuitous Events
 - v. Power failure in PSALM's Site
- Rebate must be deducted to the retention bond after the computation of requested rebate.

7) Force Majeure

- The winning bidder shall not have any liability whatsoever or be deemed to be in default for any delay or failure in the performance of its obligations under the Contract resulting from acts beyond its control, including without limitation, international system cable faults, acts of God, acts of nature, acts or regulations of any governmental or supranational authority, war or national emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial disputes (whether or not involving the winning bidder's employees) or epidemics.
- In the event of service disconnection arising from force majeure, the winning bidder shall endeavor to restore services as soon as possible, subject to the allocation of available resources.

8) Delivery Schedule and Address

- Installation and commissioning of Point to point connection must be accomplished not more than thirty (30) days upon receipt of the **Notice to Proceed (NTP)** and must be delivered at the following sites:
Site A - 24th Floor Vertis North, North Avenue cor. EDSA, North Triangle, Bgy. Bagong Pagasa, Quezon City
Site B - 2275 Chino Roces Extension, Makati City

9) Acceptance

- PSALM ISTD personnel shall review and conduct a testing on the delivered equipment and connections. All deliverables mentioned shall be checked by PSALM and complied with by the winning bidder before the issuance of the Certificate of Effectivity and turnover of the project.

10) Performance Security

- To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from PSALM and in no case later than the signing of the contract.
- The performance security shall be denominated in Philippine Pesos and posted in favor of PSALM in an amount not less than the percentage of the total contract price in accordance with the following schedule:

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

- Failure of the winning Bidder to comply with the abovementioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event PSALM shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the Highest Responsive Rated Bid is identified and selected for recommendation of contract award. However, if no Bidder had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.
- In addition, Per GPPB Resolution No. 09-2020, Performance Securing Declaration (PSD) [Annex "F"] shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract.
- Lastly, PSALM may require the Bidder to replace the submitted PSD with a performance security in any of the prescribed form under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.

ANNEX “B”

TECHNICAL SPECIFICATIONS

PSALM TECHNICAL STANDARD SPECIFICATION			
Procurement of Point to Point Connection Between Main Office and Disaster Recovery Site			
ITEM	DESCRIPTION	QTY	U/M
I	Point to Point Connection Between Main Office and Disaster Recovery Site	1	LOT
	<p>A. Bandwidth must have a minimum of 100 Mbps dedicated point-to-point connection between PSALM Vertis North and Disaster Recovery (DR) Site that will be used for voice and data communications.</p>		
	<p>B. Must provide six (6) useable public IP addresses (IPv4) or /29.</p>		
	<p>C. Information must be transferred within PSALM’s own network, direct from one site to another.</p>		
	<p>D. No need to establish a connection every time data is transferred between sites.</p>		
	<p>E. Always-On type of connection or 24-hour x 7-day connected.</p>		
	<p>F. Provide an Ethernet interface or hands-off Ethernet interface circuit that will connect to PSALM Network.</p>		
	<p>G. Provide a 1:1 ratio connection (dedicated) and synchronous/symmetric 100 Mbps for upload and 100 Mbps for download.</p>		
	<p>H. Last Mile must be via Fiber Optic Facility (ISP MDF/Main Facility to Router) Note: ISP shall be the owner of fiber facility and shall not rely with other last mile provider to deliver the service requirement. Sub-contracting is not allowed.</p>		
	<p>I. Installation fee and any other fee must be waived.</p>		
	<p>J. Must have an NTC permit to operate.</p>		
	<p>K. ISP must provide any bandwidth monitor/utilization via web browser (e.g. MRTG, Cricket, RRD Tool, Net Flow, etc.)</p>		
	<p>L. Provides at least 99.5 network reliability / uptime / availability.</p>		
	<p>M. Subscription must include modem and/or router or any devices that will convert the last mile facility (fiber) to Ethernet or Fast Ethernet. Must include all necessary cables to interconnect and operate all equipment without additional cost to PSALM.</p>		
	<p>N. Securing of all permits (i.e., building permit for Vertis North and DR Site, gate pass, etc.) needed must be accomplished by the winning bidder.</p>		
	<p>O. Bidder must provide the vertical and horizontal wirings.</p>		
	<p>P. Provide all the needed components/materials to complete the setup and connections. PSALM shall not be responsible for the lack of any components/materials. It shall be the sole responsibility of the winning bidder to assess and re-assess all needed components/materials.</p>		

PSALM TECHNICAL STANDARD SPECIFICATION	
Procurement of Point to Point Connection Between Main Office and Disaster Recovery Site	
	Service Level Agreement
	A. On call support shall be available 24 hours a day, 7 days a week;
	B. One (1) hour response through telephone call or email shall be provided from the time of the first call or email by PSALM Personnel; and
	C. Onsite support must have a response time of not more than four (4) hours from the time of the call, in cases where in the phone or email support could not solve the problem.
	Helpdesk Facilities
	A. Bidder must have a 24 x 7 helpdesk system via phone and email support. Helpdesk system must automatically track, monitor and escalate open case until the issue is declared resolved and closed. Vendor should be ready for a site visit and show how their current helpdesk system works.
	B. Helpdesk service facility shall include: <ul style="list-style-type: none"> i) Technical engineer dispatch facility ii) Case logging and monitoring iii) Support history and reporting
	Support Procedures and Problem Escalation
	A. Bidder must provide procedures on support and problem escalation and provide the following information: <ul style="list-style-type: none"> i) 24x7 Telephone Number ii) 24x7 Cell Phone Number iii) Email Address iv) Procedures

ANNEX "C"

DETAILED BID PRICE SCHEDULE

Date: _____

Project: Procurement of Point-to-Point Connection Between PSALM Vertis North Office and Disaster Recovery Site

Code: Project Reference No. 2020-SVP-PTPC-044-02

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

Date of Submission: _____

Time of Submission: _____

After having carefully read and accepted the terms and conditions in the Terms of Reference for the **Procurement of Point-to-Point Connection Between PSALM Vertis North Office and Disaster Recovery Site (Project Reference No. 2020-SVP-PTPC-044-02)**, I/we quote you on the item at prices noted below:

ITEM	PARTICULAR	Unit Price (without VAT)	QTY	U/M	Total Price (without VAT)
I	Point-to-Point Connection Between PSALM Vertis North Office and Disaster Recovery Site		12	MONTHS	

TOTAL PRICE (PHP) =

PLUS: 12% VAT =

TOTAL BID PRICE (PHP) =

Total Amount of Bid Price in Words:

Note: Total Bid Price shall not exceed the Approved Budget for the Contract in the amount of Eight Hundred Thousand Pesos (PhP800,000.00).

Signature Over Printed Name of Supplier/
Authorized Representative

Position: _____

Date: _____

ANNEX "D"

**CONFORMITY WITH ANNEX A (SCHEDULE OF REQUIREMENTS)
AND ANNEX B (TECHNICAL SPECIFICATIONS)**

(Name of Bidder) hereby undertakes that it shall COMPLY with the general requirements stated in Schedule of Requirement (Annex A) and Technical Specifications (Annex B).

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 2020, personally appeared:

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

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

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

Notary Public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2020.

ANNEX “E”

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2020 at _____, Philippines.

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020.

ANNEX “F”

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

PERFORMANCE SECURING DECLARATION
Request for Proposal:
[Project Reference No. 2020-SVP-PTPC-044-02]

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory’s legal capacity]
Affiant

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

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

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

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Book No. ____
Series of 2020.