



07 November 2019

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBJECT : Invitation to Submit Proposal for the Procurement of Catering Services with Venue for PSALM's 2019 Year End Assessment (Project Reference No. 2019-SVP-CSVYEA-053-02)**

Dear \_\_\_\_\_:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is procuring services for **Catering Services with Venue for PSALM's 2019 Year End Assessment (YEA)** with an Approved Budget for the Contract (ABC) in the amount of **THREE HUNDRED EIGHTY THOUSAND PESOS (PHP380,000.00)**, 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 certified true copies of the following documents:

1	PhilGEPS Registration/Organization Number <sup>1</sup>				
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	<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 <b>2018</b> filed in <b>2019</b>. 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>				
4	<p>Latest Business Tax Return refers to the following, whichever is applicable:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> <p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the:</p> <p>i. latest quarter; and</p> <p>ii. latest month prior to the bid opening.</p> </td> <td style="width: 10%; text-align: center;">and/ or</td> <td style="width: 40%;"> <p>b) Percentage Tax Returns BIR Form No. 2551 covering the:</p> <p>i. latest quarter; and</p> <p>ii. latest month prior to the bid opening.</p> </td> </tr> </table>		<p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the:</p> <p>i. latest quarter; and</p> <p>ii. latest month prior to the bid opening.</p>	and/ or	<p>b) Percentage Tax Returns BIR Form No. 2551 covering the:</p> <p>i. latest quarter; and</p> <p>ii. latest month prior to the bid opening.</p>
<p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the:</p> <p>i. latest quarter; and</p> <p>ii. latest month prior to the bid opening.</p>	and/ or	<p>b) Percentage Tax Returns BIR Form No. 2551 covering the:</p> <p>i. latest quarter; and</p> <p>ii. latest month prior to the bid opening.</p>			

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

	Bidders filing both VAT and Percentage Tax Returns must submit both returns, or the equivalent document in case of foreign bidders.
5	Detailed Bid Price Schedule (Annex B) / Total Bid Price in Figures (PHP)
6	Notarized Omnibus Sworn Statement (Annex C). 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.

The bidder with the Lowest Calculated Quotation shall submit certified true copies of the above documents during post-qualification together with its 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 the GPPB Resolution No. 1-2014.

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.


Kindly deliver your proposal to the undersigned, through facsimile or via email in the **provided form (Annex "B")**, duly signed by the owner or his duly authorized representative, **on or before 11:00AM, 12 November 2019**. Thereafter, proposals will be opened at **11:15AM**, of the same day and venue, in the presence of your authorized representative/s who may wish to attend the same.

For further information, please refer to:

**THE CHAIRPERSON**

Bids and Awards Committee  
Power Sector Assets and Liabilities Management Corporation  
24<sup>th</sup> Floor Vertis North Corporate Center 1, Astra cor. Lux Drives,  
Vertis North, North Avenue, 1105 Quezon City  
Telephone No.: (02) 8248-4861  
Tel. Fax: (02) 8248-4879  
e-mail: [BAC2019@psalm.gov.ph](mailto:BAC2019@psalm.gov.ph)  
[BACSec2019@psalm.gov.ph](mailto:BACSec2019@psalm.gov.ph)

Very truly yours,

  
**MARIA ILYN G. ALBITO**  
Chairperson  
Bids and Awards Committee

## Annex "A"

### TERMS OF REFERENCE (TOR) Procurement of Catering Services with Venue for PSALM's 2019 Year End Assessment (Project Reference No. 2019-SVP-CSVYEA-053-02)

#### RATIONALE

The PSALM 2019 Year End Activity is scheduled on 18 December 2019 and will be conducted outside of PSALM office. To maximize attainment of the objective of the event, an external service provider will be contracted with the following terms and conditions:

#### I. Approved Budget for the Contract

The Service Provider shall bid for all items described in this Terms of Reference, which shall not exceed the Approved Budget for Contract (ABC) in the amount of **THREE HUNDRED EIGHTY THOUSAND PESOS (PHP380,000.00)**, inclusive of all applicable taxes.

#### II. Scope of Service

The Service Provider should be able to provide PSALM catering services with venue as specified in Item III and IV of the TOR.

#### III. General Requirements

1. Event Date: 18 December 2019  
Ingress: 3:00 P.M. Egress: 12:00 Midnight
2. Guaranteed number of persons: 300 pax
3. Location should be within 5 kilometers of PSALM's office in Quezon City.
4. At least 30 free parking spaces for the participants.
5. Waived electricity charges for IT equipment brought by PSALM.
6. Price quotation should be denominated in Philippine Peso and inclusive of VAT and all other applicable taxes and charges.

#### IV. Specific Requirements

##### A. Food

1. The Service Provider shall provide the following meal requirements for a minimum of 300 pax:
  - i. Managed Buffet Dinner and wide selection of the ff:
    - Appetizers;
    - Salad;
    - Soup;
    - Main Course (Chicken, Pork or Beef, Fish, Pasta, Rice); and
    - Desserts (2 choices)
  - ii. Uniformed waiters and food attendants
  - iii. Various Drinks
  - iv. Free flowing coffee and tea
  - v. Ice and purified drinking water
  - vi. Free food tasting

2. The Service Provider will be held liable for supplying spoiled food products caused by the use of expired ingredients, unsanitary packaging, improper food storage and contaminated utensils; and will be responsible for compensating the injured consumers by paying monetary damages.

#### **B. Venue**

The Service Provider shall provide the use of activity venue and the following items/facilities shall also be available:

- i. Use of Function Room with Virtual Reality Projection for Five (5) Hours (banquet style for 300 pax)
- ii. Acrylic stage (12x24m)
- iii. Cocktail Area
- iv. Holding area with own comfort room for VIPs and Performers
- v. Mobile Lights and Sounds with Technician
- vi. Photobooth

#### **V. 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 supplying Goods which do not meet the specifications under Item III 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 be 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. 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.

- D. 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.

- E. Termination. The following shall be grounds for termination: (a) that the Service Provider's failure to deliver the required materials or to remedy any defect in its delivery; (b) that PSALM shall be entitled to Liquidated Damages under Item V (E) of the TOR and/or other resultant costs; and (c) the procedure by such termination shall be implemented.

### C. Payment Scheme

The payment shall be made on the day of the event, subject to the Certificate of Inspection and Acceptance by the YEA Committee Head.

## ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS FOR THE CATERING SERVICES WITH VENUE FOR PSALM'S 2019 YEAR END ASSESSMENT

---

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

**ANNEX "B"**

**DETAILED BID PRICE SCHEDULE**

Date: \_\_\_\_\_

Project: **Procurement of Catering Services with Venue for PSALM's 2019 Year End Assessment**

Code: **Project Reference No.** \_\_\_\_\_

Contractor'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 **Procurement of Catering Services with Venue for PSALM's 2019 Year End Assessment (Project Reference No. 2019-SVP-CSVYEA-053-02)**, I/we submit our quotation/s on the item/s as follows:

**Bid Price (PhP)**

**In figure** \_\_\_\_\_

**Add: 12% VAT**

**Total Bid Price (PhP)**

**In figure** \_\_\_\_\_

**Total Bid Price (PhP)**

**In words** \_\_\_\_\_

Note: Total Bid Price shall not exceed with the Approved Budget for the Contract

\_\_\_\_\_  
Signature Over Printed Name of Contractor/  
Authorized Representative

Position: \_\_\_\_\_

Date: \_\_\_\_\_

ANNEX "C"

Omnibus Sworn Statement

---

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

AFFIDAVIT

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

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

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

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

\_\_\_\_\_  
*Bidder's Representative/Authorized Signatory*

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2019.