

20 May 2020

SUBJECT : Invitation to Submit Proposal for the Procurement of Comprehensive Maintenance Service Agreement for Palo Alto Network Security Firewall (Project Reference No. 2020-SVP-PANSF-029-01)

Dear _____:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is procuring services for the **Comprehensive Maintenance Service Agreement for Palo Alto Network Security Firewall (Project Reference No. 2020-SVP-PANSF-029-01)** with an Approved Budget for the Contract (ABC) in the amount of **NINE HUNDRED THOUSAND PESOS (PhP900,000.00)**, 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 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. In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal for CY 2020. Provided, that the renewed permit shall be submitted after the award of contract but before payment.
3	Notarized Annex D (Conformity with Annex A (Schedule Of Requirements) and Annex B (Technical Specifications)).

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.

	<p>In view of the Community Quarantine, Unnotarized Annex D shall be accepted, provided that the notarized Annex D shall be submitted after the award of contract but before payment.</p>			
4	<p>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.</p> <p>Per GPPB Resolution No. 09-2020 dated 07 May 2020, Unnotarized Omnibus Sworn Statement shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after the award of contract but before payment.</p>			
5	<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 2019 filed in 2020. However, for establishments which have no available ITR for the year 2019 yet, it shall refer to the ITR for the year 2018. 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>			
6	<p>Latest Business Tax Return refers to the following, whichever is applicable:</p> <table border="1" data-bbox="284 1272 1362 1529"> <tr> <td data-bbox="284 1272 826 1529"> <p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the:</p> <p>i. latest quarter (2550Q); AND</p> <p>ii. latest month (2550M) prior to the bid opening.</p> </td> <td data-bbox="826 1272 954 1529" style="text-align: center;"> <p>and/or</p> </td> <td data-bbox="954 1272 1362 1529"> <p>b) Quarterly Percentage Tax Returns BIR Form No. 2551</p> </td> </tr> </table> <p>Bidders filing both VAT and Percentage Tax Returns must submit both returns, or the equivalent documents in case of foreign bidders.</p>	<p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the:</p> <p>i. latest quarter (2550Q); AND</p> <p>ii. latest month (2550M) prior to the bid opening.</p>	<p>and/or</p>	<p>b) Quarterly Percentage Tax Returns BIR Form No. 2551</p>
<p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the:</p> <p>i. latest quarter (2550Q); AND</p> <p>ii. latest month (2550M) prior to the bid opening.</p>	<p>and/or</p>	<p>b) Quarterly Percentage Tax Returns BIR Form No. 2551</p>		
7	<p>Detailed Bid Price Schedule (Annex C) / Total Bid Price in Figures (PhP)</p>			

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.

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.

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 Mgt. Corp. (PSALM)
Account Number:	1802-1019-68
LBP Swift Code:	TLBPPHMM

Send thru email a copy of the deposit slip and your BIR Certificate of Registration to the BAC Secretariat at BACSEC2020@psalm.gov.ph, for issuance of Official Receipt.

Kindly submit your proposal in electronic form (PDF with complete attachments) to the email address: BACSEC2020@psalm.gov.ph on or before **10:00 AM, 28 May 2020**. Thereafter, proposals will be opened at **10:45 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.

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) Maintenance Service Agreement (MSA) Period
 - The comprehensive MSA shall cover the hardware and firmware components including the labor and on-site visits for one (1) year; and
 - The maintenance service agreement period shall commence upon the issuance of Certificate of Effectivity by the Procuring Entity.

- 2) Required Documents
 - Winning Bidder must submit/deliver the Proof of MSA Enrollment to Principal (if applicable);
 - Certificate of Warranty including the MSA period, Preventive Maintenance and Health Check Schedule; and
 - Support Procedures and Problem Escalation.

- 3) Post-qualification Documents
 - The winning bidder must secure certification from the manufacturer that they are certified reseller or partner of the proposed equipment signed by the Country Service Director.
 - The winning bidder must secure certification from the manufacturer that they are certified to provide technical support.
 - 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.

In view of the State of Calamity and implementation of community quarantine, expired Tax Clearance Certificate (TCC) with application for renewal and official receipt shall be accepted, subject to submission of TCC after award of contract but before payment.

 - 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.
 - Certified True Copies of the required documents submitted together with the proposal.

- 4) 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 fifteen (15) 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.

5) Payment Terms

- Payments shall be made on a staggered basis in accordance with the following schedule and, in any case, within thirty (30) days from PSALM’s receipt of the subscriptions for PALO Alto and conduct of preventive maintenance. Payments shall be based on proportionate rate of the total Contract Price as indicated below or the price quotation in Annex “C”, whichever is lower.
- The processing of payments will entail the approval by PSALM of the winning bidders’ output and preventive maintenance report before invoices may be processed for payment. PSALM likewise reserves the right to validate billing/invoice before payment of fees.

Item No.	Particular	Proportionate Rate (%) of Total Contract Price
I.A	Subscriptions for PALO Alto PA 3020 SN: 001801047037	40%
I.B	Subscriptions for PALO Alto PA 500 SN: 0006C103786	40%
II.A	Preventive maintenance for 1 st quarter	5%
II.B	Preventive maintenance for 2 nd quarter	5%
II.C	Preventive maintenance for 3 rd quarter	5%
II.D	Preventive maintenance for 4 th quarter	5%
	Total	100%

6) Retention

- The 5% retention money shall be deducted every staggered payment in accordance with the schedule in Item 5 above.

7) Penalty

- A penalty of Php100.00 for every hour of delay in the repair of the problem or issues reported. See service level agreement in Annex B for the resolution time and replacement of defective parts.
- Penalty will be deducted from the 5% retention.

8) Delivery Schedule and Address

- Winning Bidder must submit/deliver the Required Documents/subscriptions not more than fifteen (15) days upon receipt of the Notice to Proceed and must be delivered at 24th Floor Vertis North Corporate Center 1, Astra corner Lux Drives, North Avenue, Quezon City 1105.

9) 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 addition, Per GPPB Resolution No. 09-2020, Performance Securing Declaration (PSD) [see Annex F] shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract.
- An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form as stated above.
- Lastly, PSALM may require the winning 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 quarantined or similar restrictions, as the case may be.

ANNEX “B”

TECHNICAL SPECIFICATIONS

PSALM TECHNICAL STANDARD SPECIFICATION			
Procurement of Comprehensive Maintenance Service Agreement for Palo Alto Network Security Firewall			
ITEM	DESCRIPTION	QTY	U/M
I	The following hardware and their corresponding subscriptions shall be covered by the maintenance service agreement:		
	A. Palo Alto PA 3020 SN: 001801047037	1	PC
	B. Palo Alto PA 500 SN: 0006C103786	1	PC
II	Other Requirements		
	Scope of Work		
	a) Winning bidder shall renew all the subscriptions included in the two (2) Palo Alto Firewall appliances.		
	b) Prospective bidder is responsible to check and to know the current configurations of the two firewalls for them to have an idea what are the existing subscriptions installed.		
	c) Provide replacement of defective item/parts at no cost to PSALM.		
	d) Perform preventive maintenance (PM) and health check of all items included in item I.		
	e) After the PM, if the correction of the system or application of the patch or application of the newest firmware is required, the technical engineer of the winning bidder must include it in the recommendation of the report to be submitted after the PM.		
	f) The technical engineer must save a copy of the current configuration of the two appliances before and after the PM.		
	g) The correction or application of the upgrade (patch of firmware) must be scheduled and applied by the technical of the winning bidder and assisted by the PSALM IT personnel.		
	h) 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.		
	i) Provide a total of 4x on-site visit or local support for reconfiguration, changes, moves, adds, relocation, reprogramming, and other activities to be non-maintenance at no cost to PSALM.		
	j) Provide unlimited technical phone consultation.		
	k) Provide RCA (Root Cause Analysis) after solving the problem		
l) Include firmware updates, software patches, and driver updates, minor and major release, if available and applicable.			

<p>Service Level Agreement</p> <p>a) On call support shall be available 24 hours a day, 7 days a week</p> <p>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</p> <p>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</p> <p>d) Resolution time and replacement of defective parts must not be more than four (4) hours from the time of first onsite visit.</p>
<p>Service Unit Provision</p> <p>a) If replacement parts/items are not available, bidders shall provide a service unit that has equal or higher specification during the repair of the unit</p> <p>b) Replacement of defective parts must be free of charge to procuring entity</p>
<p>Automatic Notification</p> <ul style="list-style-type: none"> • Provide Pro-active maintenance support that automatically generates reports and sends notification to the manufacturers 24x7 call support centers in cases of system (hardware and software) abnormality, so that components will be replaced, and errors fixed before failure occurs.
<p>Helpdesk Facilities</p> <p>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.</p> <p>b) Helpdesk service facility shall include:</p> <ol style="list-style-type: none"> Technical engineer dispatch facility Case logging and monitoring Support history and reporting
<p>Support Procedures and Problem Escalation</p> <ul style="list-style-type: none"> • Bidder must provide procedures on support and problem escalation and provide the following information: <ol style="list-style-type: none"> 24x7 Telephone Number 24x7 Cell Phone Number Email Address Procedures
<p>Preventive Maintenance / Health Check Tasks and Schedule</p> <p>a) Provide quarterly schedule for the preventive maintenance and health check.</p> <p>The first preventive maintenance should be conducted three (3) months after the issuance of Certificate of Effectivity. The succeeding quarterly preventive maintenance should be conducted three (3) months thereafter.</p>

	<p>b) Preventive Maintenance shall include the following tasks:</p> <ul style="list-style-type: none">i) Complete visual inspection of the equipment, fans, connections and other peripherals;ii) Hardware performance checks, as required by PSALM Corporation; Software checks such as size of files, clean-up of data, and existence of updated back-ups;iii) Risk identification for known software irregularities and provision for software/patches updates;iv) Conduct a complete diagnostic routine within the system;vi) Conduct of cleaning of all items; and
	<p>vii) Provide PM report of each activity.</p>

ANNEX "C"

DETAILED BID PRICE SCHEDULE

Date: _____

Project: Procurement of Comprehensive Maintenance Service Agreement for Palo Alto Network Security Firewall

Code: Project Reference No. 2020-SVP-PANSF-029-01

(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 Comprehensive Maintenance Service Agreement for Palo Alto Network Security Firewall (Project Reference No. 2020-SVP-PANSF-029-01)**, I/we quote you on the item at prices noted below:

ITEM	PARTICULAR	Unit Price (without RVAT)	QTY	U/M	Total Price (without RVAT)
I	A. Palo Alto PA 3020		1	PC	
	B. Palo Alto PA 500		1	PC	
II	Other Requirements		1	LOT	

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.

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.

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.

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

PERFORMANCE SECURING DECLARATION

Invitation to Submit Proposal for the Procurement of Comprehensive Maintenance Service Agreement for Palo Alto Network Security Firewall (Project Reference No. 2020-SVP-PANSF-029-01)

To: Power Sector Assets and Liabilities Management Corporation

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 if in case it is my first offense, or two (2) years if I have a prior similar 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]

Doc. No. ____

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