

10 July 2020

SUBJECT : Invitation to Submit Proposal for the Procurement of Supply, Delivery and Administration of Vaccines for PSALM Corporation for CY 2020 (Project Reference No. 2020-NP-SVP-VAC-036-02)

Dear _____:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is procuring for the supply, delivery and administration of Influenza Vaccines (Quadrivalent) for PSALM Corporation with an Approved Budget for the Contract (ABC) in the amount of One Hundred Fifty-Five Thousand Two Hundred Pesos (Php155,250.00), inclusive of VAT.

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 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 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 as a post-qualification requirement.
3	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 shall refer to the most recent quarter's ITR. Further, for areas where e-

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

	filing is yet to be implemented, a Certification to that effect from BIR main office is acceptable.		
4	Latest Business Tax Return refers to the following, whichever is applicable:		
	a) Value Added Tax (VAT) - BIR Form No. 2550 covering the: 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.		
5	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. In view of the Community Quarantine, 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.		
6	Certificate Product of Registration issued by the Food and Drug Administration		
7	Detailed Bid Price Schedule (Annex B) / 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. Certified True Copies of the required documents submitted together with the 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.

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: bid.submission@psalm.gov.ph on or before **10:45 AM, 15 July 2020**. Thereafter, proposals will be opened at **11:00 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 the guidance and information of all concerned.



MARIA ILYN G. ALBITO
Chairperson
BIDS AND AWARDS COMMITTEE

Annex “A”

TERMS OF REFERENCE (TOR)

**Procurement of Supply, Delivery and Administration of Vaccines for PSALM Corporation for CY 2020
(Project Reference No. 2020-NP-SVP-VAC-036-02)**

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 administration of vaccines to its employees every year. As part of the CY 2020 Health and Wellness Maintenance Program, PSALM Corporation intends to procure the Influenza (Quadrivalent) Vaccines 2020 Southern Hemisphere World Health Organization (WHO)-Recommended Strains.

I. Approved Budget for the Contract

The supplier shall bid for all items described in this Terms of Reference, which shall not exceed the Approved Budget for Contract (ABC), inclusive of all applicable taxes, bank and government charges.

II. Requirements

A. The supplier should be able to supply, deliver and administer the vaccines for PSALM Corporation, with the following details:

Item Description	No. of doses	Item Description
Influenza (Quadrivalent)	207	Injection, Intramuscular, Adult 0.5ml suspension in a pre-filled syringe or ampule, 2020 Southern Hemisphere WHO-Recommended Strains

B. Other Requirements

1. For medical services and other supplies, the bidder shall:
 - a. Provide one (1) physician and (1) registered nurse to screen and administer the vaccines with personal protective equipment.
 - b. Provide alcohol, cotton/cotton balls, adhesive bandage, vaccination questionnaire/consent forms, vaccination reminder cards, aspirating needle and syringe for vial preparation, and syringe dispensers.
 - c. Collect used syringe/supplies for proper disposal.

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- d. Provide at least one (1) storage container, including ice gel packs, that can sustain cold temperature required for the vaccines during the administration. The bidder shall pick-up the storage container within five (5) days after vaccination.
2. Bidder shall deliver and administer the vaccines to eligible recipients for three (3) days at the 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 (HRMDD).
3. 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.
4. PSALM's authorized representative/s shall have the right to inspect the vaccines 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 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.

V. 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.

VI. 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, Delivery and Administration of Vaccines for
PSALM Corporation for CY 2020

Code: Project Reference No. 2020-NP-SVP-VAC-036-02

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. 2020-NP-SVP-VAC-036-02**, I/we submit our quotation/s on the item/s as follows:

Item Description	No. of doses	Item Description
Influenza (Quadrivalent)	207	Injection, Intramuscular, Adult 0.5ml suspension in a pre-filled syringe or ampule, 2020 Southern Hemisphere WHO-Recommended Strains

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 Bidder/
Authorized Representative

Position: _____

Date: _____

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 and/or to represent the (*Name of bidder*) in the bidding as shown in the attached [*state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)*];
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 ___, 20__ at _____, Philippines.

Bidder's Representative/ Authorized Signatory

SUBSCRIBED AND SWORN TO before me this ___ day of _____ 20__, Philippines.

Notary Public

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

CONTRACT

**PROCUREMENT OF SUPPLY, DELIVERY AND ADMINISTRATION OF
VACCINES FOR PSALM CORPORATION FOR CY 2020
(Project Reference No. 2020-NP-SVP-VAC-036-02)**

This CONTRACT is executed on the ____ day of _____ 2020, at _____ between:

The **POWER SECTOR ASSETS AND LIABILITIES MANAGEMENT CORPORATION (PSALM)**, with principal office address at the 24th Floor, Vertis North Corporate Center 1, Astra corner Lux Drives, North Avenue, 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. 2015-0616-10, dated 16 June 2015 as evidenced by the Secretary’s Certificate dated 13 September 2019, 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 (Annex “B”), hereinafter referred to as “the SUPPLIER”;

ANTECEDENTS:

PSALM submitted a request to its Bids and Awards Committee (BAC) for the **Supply, Delivery and Administration of Vaccines for PSALM Corporation for CY 2020 (Project Reference No. 2020-NP-SVP-VAC-036-02)**, through Negotiated Procurement (Small Value Procurement), with an Approved Budget for the Contract of One Hundred Fifty Five Thousand Two Hundred Fifty Pesos (PhP155,250.00), inclusive of taxes.

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.

ACCORDINGLY, the PARTIES hereby agree as follows:

1. All words and expressions shall have the same meaning as are respectively assigned to them in this CONTRACT and all documents

Signed in the Presence of:

ROWENA M. TOLENTINO
Acting Department Manager, HRASD
PSALM Corporation

Supplier

Representative

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

Signed in the Presence of:

Supplier

PSALM Corporation

ROWENA M. TOLENTINO
Acting Department Manager, HRASD
PSALM Corporation

Representative

IRENE JOY BESIDO-GARCIA
President and CEO

deemed of it, unless the context of the use of words and expressions require otherwise.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - (a) 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;
 - (b) the RFP, including Terms of Reference;
 - (c) the BAC Resolution No. _____;
 - (d) the Office of the Government Corporate Counsel (OGCC) Contract Review No. _____ dated _____;
 - (e) the Notice of Award; and
 - (f) the Notice to Proceed.
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. 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 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.
6. This Contract shall be subject to the review and approval of the OGCC. Any of its ensuing comments, recommendations, or directives shall form part of this Contract.

The Parties have signed this Contract on _____ at Quezon City.

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:

ROWENA M. TOLENTINO
Acting Department Manager,
HRASD
PSALM Corporation

Certification of Funds Availability:

SOFE A. SOTERAÑA
Acting 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 four (4) 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 2020.

Signed in the Presence of:

ROWENA M. TOLENTINO
Acting Department Manager, HRASD
PSALM Corporation

Supplier

Representative

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO