

20 May 2020

SUBJECT : Invitation to Submit Proposal for the Supply, Delivery, Testing and Commissioning of Thermal Imaging Temperature Camera (Project Reference No. 2020-SVP-TITC-032-01)

Dear _____:

The Power Sector Assets and Liabilities Management (PSALM) Corporation is procuring the Supply, Delivery, Testing and Commissioning of Thermal Imaging Temperature Camera with an Approved Budget for the Contract (ABC) in the amount of **NINE HUNDRED NINETY THOUSAND PESOS (PhP990,000.00)**, inclusive of Value Added Tax (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 after the award of contract but before payment.
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. However, for establishments which have no available AFS for the year 2019 yet, it shall refer to the AFS for the year 2018. For

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.

	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 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.		
	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.		
6	Detailed Bid Price Schedule (Annex B) / Total Bid Price in Figures (PhP)		

In addition, the Bidder shall submit the following documents during post-qualification:

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 **9:00 AM, 28 May 2020**. Thereafter, proposals will be opened at **9:15 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.

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”

TERMS OF REFERENCE

**Supply, Delivery, Testing and Commissioning of Thermal Imaging
 Temperature Camera
 (Project Reference No. 2020-SVP-TITC-032-01)**

I. TECHNICAL SPECIFICATIONS

DESCRIPTION	SPECIFICATION
One (1) unit of Thermal Imaging Temperature Camera	
Thermal:	
Image Sensor	Vanadium oxide uncooled focal plane
Thermal Resolution	380 x 280
Pixel Pitch/Interval	17µm
Spectral Range/Response Waveband	8µm to 14µm
Thermal Sensitivity (NETD)	Less than 40 mK
Lens (Focal Length)	13mm
Field of View	Horizontal: 28° × Vertical: 21°
Aperture	F1.0
Focus Mode	Athermalized or Fixed-focal
Temperature Measurement Range	30 to 45 degrees Celsius (°C)
Temperature Accuracy with blackbody	± 0.3 degrees Celsius (°C)
Optical:	
Image Sensor	1/2.7" Progressive Scan CMOS
Resolution	1920x1080
IR Distance	Up to 35m
Focal Length	6mm
Focus Mode	Fixed
Field of View	H: 40° V: 22°
Shutter Speed	1s to 1/100,000s
Other Features:	
Video Compression	H.264 (Baseline/Main/High Profile) /MJPEG/H.265
Resolution	Thermal Mainstream 50fps(1280 × 720, 704 × 576, 384 × 288, 352 × 288) Thermal Sub Stream 25fps(704 × 576, 352 × 288, 320 × 240) Optical Mainstream • 50Hz: 25fps (1920 × 1080), 25fps (1280 × 960), 25fps (1280 × 720)

	<ul style="list-style-type: none"> 60Hz: 30fps (1920 × 1080), 30fps (1280 × 960), 30fps (1280 × 720) Optical Sub Stream <ul style="list-style-type: none"> 50Hz: 25fps (704 × 576), 25fps (352 × 288), 25fps (176 × 144) 60Hz: 30fps (704 × 480), 30fps (352 × 240), 30fps (176 × 120)
Image Encoding Format	JPEG
Audio Compression	Any of the following: G .711mu / G .711u / G.711a / G.722.1 / MP2L2 / G.726 / PCM / AAC
Alert Response Time	Real-time. Support built-in Audio Alarm
Audio Input	1x 3.5 mm Mic in/Line in interface. Line input: 2 - 2.4 V [p-p], output impedance: 1 K $\Omega \pm 10\%$
Audio Output	Linear Level; Impedance: 600 Ω
Network Protocols	TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, UDP, Bonjour
Security	Password protection, HTTPS encryption, 802.1X authentication (EAP-TLS 1.2, EAP-LEAP, EAP-MD5), watermark, IP address filter, basic and digest authentication for HTTP/HTTPS, RTP over HTTPS
Temperature Alarm/Alert Functionality (temperature higher the 37°C)	<ol style="list-style-type: none"> 1. Colour alarm 2. Sound Alarm 3. Capture or record when trigger the alarm 4. Show the actual temperature of the person
Alarm Event	Motion detection/privacy mask/audio detection/SD card abnormality/network abnormality/anti-burn warning
Alarm Linkage/Action	SD recording/Relay output/Smart capture/FTP upload/Email linkage
Alarm Input	2-ch
Alarm Output	2-ch
Scanning Capability	25 to 35 people simultaneously
Stand Alone	Yes
Communication Interface	1x 10M/100M Ethernet port (RJ-45) 1x RS485
Application Scenario	Indoor (e.g. Office Lobbies)
One (1) unit of Blackbody	
Temperature Range	5-50 degrees Celsius (°C)
Temperature Resolution	0.1 degrees Celsius (°C)
Temperature accuracy	±0.2 degrees Celsius (°C)
Temperature Stability	±0.1 degrees Celsius (°C)/h

Effective Emissivity	0.97
One (1) unit of NVR	
<ul style="list-style-type: none"> • Supports both facial recognition and false alarm reduction based on deep learning algorithm • Up to 8 channel facial recognition • 32 libraries, up to 100,000 face pictures • Up to 16 channel video analysis for human and vehicle recognition to reduce false alarms • Supports multiple VCA (Video Content Analytics) events • Up to 16 channel IP cameras can be connected • Supports decoding H.265+/H.265/H.264+/H.264/MPEG4 video formats • Up to 12 MP high-definition live view, storage and playback • Up to 320 Mbps high incoming bandwidth ensures IP cameras can be connected • 2 HDMI (different source) and 1 VGA interfaces • 4 HDD can be used for continuous video recording • Compatible with third-party network cameras • Supports some specialist cameras, including people counting camera/ANPR (automatic number plate recognition) camera/fisheye camera • Advanced streaming technology enables smooth live view in poor network conditions 	
Included Software	
<ol style="list-style-type: none"> 1. Live view & playback thermal camera and optical camera. 2. Receive abnormal temperature alarm from thermal camera & thermal facial recognition terminal. 3. Receive not-wearing mask alarm 4. Record all measured temperature data, normal & abnormal one, including captured image & related video. 5. Statistics for total measured person, amount of abnormal temperature, amount of not wearing mask 6. Access Records, Facial recognition records, Time Attendance Records with personal information & temperature data. 	
Other Hardware Requirements	<ul style="list-style-type: none"> - 2 pcs. Tripod - Uninterruptible Power Supply that will support all the proposed equipment - Monitor <ul style="list-style-type: none"> • Full HD • LED • 32 inches - HDD for NVR <ul style="list-style-type: none"> • 4TB • Surveillance HDD - POE Switch <ul style="list-style-type: none"> • Four 10/100/1000 BASE-T ports, POE ports • One uplink port • L2 • Unmanaged switch

Other Requirements:

<p>Scope of Work and Warranty</p>	<p>A. The warranty shall cover the hardware and software components including the labor and on-site visits for three (3) years.</p> <p>B. The warranty period shall commence upon the issuance of Certificate of Effectivity by the PSALM.</p> <p>C. Prospective bidder is responsible to check and to know the current office setup. This is for them to have an idea what are the existing configuration and setup of PSALM office lobby.</p> <p>D. Perform preventive maintenance and health check of all items included.</p> <p>E. Provide replacement of defective item/parts.</p> <p>F. Replacement of defective parts must be free of charge to PSALM.</p> <p>G. 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 prospective bidder to assess and re-assess all needed components/materials.</p> <p>H. Include firmware updates, software patches, and driver updates, minor and major release, if available and applicable.</p>
<p>Service Level Agreement</p>	<p>A. On call support shall be available 8 hours a day, 5 days a week.</p> <p>B. Four (4) 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. A next business day onsite support response 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 twenty-four (24) hours from the time of first onsite visit.</p>
<p>Support Procedures and Problem Escalation</p>	<p>Bidder must provide procedures on support and problem escalation and provide the following information:</p> <ul style="list-style-type: none"> i) Telephone and Cell Phone Number ii) Email Address iii) Procedures
<p>Preventive Maintenance Schedule</p>	<p>Provide quarterly schedule for the preventive maintenance and health check.</p>

Training	Provide training to PSALM on the use of the equipment including storage and retrieval of information within five (5) days after the testing and commissioning.
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II. POST-QUALIFICATION DOCUMENTS

- The winning bidder must secure certification from the manufacturer that they are certified reseller or partner of the proposed equipment.
- The winning bidder must secure certification from the manufacturer that they are certified to provide technical support.
- 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.
- 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 GPPB 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.

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

III. 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.

IV. RETENTION

- The 5% retention money shall be deducted to the payment.

V. PENALTY

- A penalty of PhP100.00 for every hour of delay in the repair of the problem or issues reported. See service level agreement for the resolution time and replacement of defective parts.
- Penalty will be deducted from the 5% retention.

VI. DELIVERY, TESTING AND COMMISSIONING

The equipment shall be delivered within thirty (30) days upon receipt of the Notice to Proceed. Testing and commissioning shall be done within five (5) days upon delivery.

The address for the delivery shall be at PSALM Corporation, 24th Floor Vertis North Corporate Center I, Astra corner Lux Drives, North Avenue, Quezon City.

VII. TERMS OF PAYMENT

The payment shall be made within thirty (30) working days upon issuance of Certificate of Inspection and Acceptance by Administration and General Services Division and delivery of the Statement of Account (SOA) by the Supplier.

VIII. 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 D] 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"

Detailed Bid Price Schedule

Date: _____

Project: Supply, Delivery, Testing and Commissioning of Thermal Imaging Temperature Camera

Code: Project Reference No. 2020-SVP-TITC-032-01

Date of Submission: 28 May 2020

Time of Submission: 9:00AM

(Bidder Name/Address/Tel. No.)

After having carefully read and accepted the terms and conditions in the Terms of Reference for the **Supply, Delivery, Testing and Commissioning of Thermal Imaging Temperature Camera (Project Reference No. 2020-SVP-TITC-032-01)**, I/we quote you on the item at prices noted below:

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 include all the incidental cost to the delivery site/if contract is awarded and not exceed the Approved Budget for the Contract

**Signature Over Printed Name of Supplier/
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 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 __, 2020 at _____, Philippines.

Bidder's Representative/ Authorized Signatory

SUBSCRIBED AND SWORN TO before me this __ day of _____ 2020, Philippines.

Notary Public

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

Annex “D”

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

PERFORMANCE SECURING DECLARATION

**Invitation to Submit Proposal for the Supply, Delivery, Testing and
Commissioning of Thermal Imaging Temperature Camera
(Project Reference No. 2020-SVP-TITC-032-01)**

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

CONTRACT

**FOR THE SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF THERMAL
IMAGING TEMPERATURE CAMERA
(Project Reference No. 2020-SVP-TITC-032-01)**

This CONTRACT is executed on the ____ day of _____ 2020, at _____
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. 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, Testing and Commissioning of Thermal Imaging Temperature Camera (Project Reference No. 2020-SVP-TITC-032-01)**, through Negotiated Procurement (Small Value Procurement), with an Approved Budget for the Contract of Nine Hundred Ninety Thousand Pesos (PhP990,000.00), 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.

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

ACCORDINGLY, the Parties 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 deemed part of it, unless the context of the use of the 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 _____ 2020 at Quezon City.

Signed in the Presence of:

ROWENA M. TOLENTINO
Acting Department Manager, HRASD
PSALM Corporation

Representative

Supplier

IRENE JOY BESIDO-GARCIA
President and CEO

PSALM Corporation

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

_____) 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.