



25 October 2019

SUBJECT : Invitation to Submit Proposal for the Procurement of Supply, Delivery and Administration of Vaccines for PSALM Corporation (Project Reference No. 2019-NP-SVP-VAC-061-01)

Dear _____:

The Power Sector Assets and Liabilities Management Corporation (PSALM) is procuring vitamin supplements for PSALM Corporation with an Approved Budget for the Contract (ABC) in the amount of **TWO HUNDRED THOUSAND PESOS (PHP200,000.00)**, 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 *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 ¹				
2	Current and valid business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document in case of foreign bidders.				
3	<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 2018 filed in 2019. 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; vertical-align: middle;">and/ or</td> <td style="width: 40%;"> <p>b) Quarterly Percentage Tax Returns BIR Form No. 2551</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) 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; and</p> <p>ii. latest month prior to the bid opening.</p>	and/ or	<p>b) Quarterly Percentage Tax Returns BIR Form No. 2551</p>			

¹ 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.
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 documents during the post-qualification 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 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 sealed proposal to the undersigned at the 24th Floor Vertis North Corporate Center 1, Astra corner Lux Drives, Vertis North, Mindanao Avenue, 1105 Quezon City on or before **30 October 2019, 11:00AM**. Thereafter, proposals will be opened at **11:15AM**, of the same day and venue, in the presence of your authorized representative/s who will attend the same.

For further information, please refer to:

THE HUMAN RESOURCE, ADMINISTRATION AND GENERAL SERVICES DEPARTMENT
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) 8902-9056
e-mail: HRAGSDEPT@psalm.gov.ph
BACSec2019@psalm.gov.ph

Very truly yours,


LIMUEL V. BALDOZA
Manager
Human Resource, Administration and
General Services Department

Annex "A"

TERMS OF REFERENCE (TOR)

Procurement of Supply, Delivery and Administration of Vaccines for PSALM Corporation (Project Reference No. 2019-NP-SVP-VAC-061-01)

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 2019 Health and Wellness Maintenance Program, PSALM Corporation intends to procure the Influenza (Quadrivalent) Vaccines 2019 Southern Hemisphere 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)	239	Injection, Intramuscular, Adult 0.5ml suspension in a pre-filled syringe or ampule, 2019 Southern Hemisphere WHO-Recommended Strains

B. Other Requirements

1. For medical services and other supplies, the bidder shall:
 - a. Provide physician/s and/or medical staff to screen and administer the vaccines.
 - 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.
 - 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 two (2) 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 Division.
3. The supplier shall complete the supply and delivery to PSALM within twenty (20) 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 vitamins and 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 (RIRR) 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. Payment Scheme

The payment for the catering services shall be on a send bill arrangement upon submission and receipt of the Statement of Account addressed to the Manager, Human Resource, Administration and General Services Department and subject to the issuance of the certificate of final acceptance.

ANNEX "B"

Bids and Awards Committee
Republic of the Philippines
Power Sector Assets and Liabilities Management Corporation

DETAILED BID PRICE SCHEDULE

Date: _____

Project: Procurement of Supply, Delivery and Administration of Vaccines for
PSALM Corporation

Code: Project Reference No. 2019-NP- SVP-VAC-061-01

Bidder'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 **Project Reference No. 2019-NP-SVP-VAC-061-01**, I/we submit our quotation/s on the item/s as follows:

Item Description	No. of doses	Item Description
Influenza (Quadrivalent)	239	Injection, Intramuscular, Adult 0.5ml suspension in a pre-filled syringe or ampule, 2019 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: _____

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.