



NATIONAL POWER CORPORATION

**PR HO-TSD24-009
SUPPLY AND DELIVERY OF TELEPHONE MATERIALS AND
AUXILIARIES FOR NPC BUILDING TRANSFER**

**ALTERNATIVE MODE OF PROCUREMENT
NEGOTIATED PROCUREMENT – EMERGENCY CASES**



National Power Corporation

NEGOTIATED PROCUREMENT

NP 2024-0032

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2024 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Pre-Nego Conference	Bid Submission / Opening	ABC
HO-TSD24-009 / EC241204-RA00578 Supply and Delivery of Telephone Materials and Auxiliaries for NPC Building Transfer	03 December 2024 9:30 AM	04 December 2024 9:30 AM	₱ 1,057,730.00
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City			

2. The NPC now invites Bids for Items listed above. Delivery of the items is required within **(see table below)** in the Technical Specifications in the Terms of Reference. Bidders should have completed from the date of submission and receipt of bids, a contract similar to the Project., must be at least equivalent to an amount as stated in the Terms of Reference.

PR Nos./PB Ref Nos.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-TSD24-009	Twenty-One (21) Calendar Days	-

3. Bidding will be conducted through Negotiated Procurement procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
4. Interested bidders may obtain further information from BAC Secretariat at the address given below during office hours.
5. A complete set of TOR will be provided to the interested Bidders from the address below. It may also be downloaded from the website of National Power Corporation <http://www.napocor.gov.ph>.
6. NPC will hold a Pre-Negotiation Conference on the date, time and venue stated above. Interested bidder/s is/are allowed to join and participate in the Pre-Negotiation Conference at the Kañao Room or virtually. However, those attending virtually shall assume the risk of any internet connectivity issues. Further, interested bidders are hereby informed of the following:
 - a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate.
 - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
 - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2 020
 - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019

7. Bids must be delivered to the address below on the date stated above. Late bids shall not be accepted.
8. NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to the contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

**Bids and Contracts Services Division,
Logistics Department**
Gabriel Y. Itchon Building
Senator Miriam P. Defensor-Santiago Ave. (formerly BIR Road)
Cor. Quezon Ave., Diliman, Quezon City, 1100
Tel Nos.: 8921-3541 local 5564/5713
Fax No.: 8922-1622
Email: bcسد@napocor.gov.ph



ATTY. MELCHOR P. RIDULME
Sr. Vice President & COO and
Chairman, Bids and Awards Committee

**TERMS OF REFERENCE
Technical Specifications**

Supply and Delivery of Telephone Materials and Auxiliaries for NPC Building Transfer

I. General

The procurement shall cover the supply and delivery of telephony system materials, accessories, and other auxiliaries which shall be used for the upcoming transfer of the NPC Head Office from its main office at Sen. Miriam Defensor-Santiago Ave. to Eton Centris Cyberpod 3 Building.

The supplier shall accept full responsibility for his work including documentation, preparation for shipment, inspection, warranty provisions and compliance with the applicable codes and standards and the requirements of this specification.

II. Objective

The items to be procured shall cover the telephony system needs of NPC Head Office personnel as they transfer from the NPC Head Office along Sen. Miriam Defensor Santiago Ave, to Eton Centris Cyberpod 3.

III. Scope of Works

The scope of works shall cover the supply and delivery telephony system materials, accessories, and other auxiliaries.

Item	Description	Quantity	Total Price
1	Cable Tie, Cable Tie, 4mm x 250mm, 100 pcs per pack	20 Pack	Php 2,000.00
2	CAT6 LAN Cable	100 Box	Php 550,000.00
3	Electrical Tape, 20 Meters per Roll	300 Pcs	Php 27,000.00
4	Telephone Connector, RJ11 (100pcs per pack)	20 Pack	Php 2, 980.00
5	Telephone Modular Box	750 Pcs	Php 56,250.00
6	Telephone Set, Corded	300 Pcs	Php 300,000.00
7	Telephone Spiral Cord	300 Pcs	Php 30,000.00
8	Telephone Terminal Block, Krone Type, 10-Pair	100 pcs	Php 10,000.00
9	Terminal Block Holder, 10-Pair Krone Type	10 pcs	Php 10,000.00
10	Telephone Flat Cord, Standard Length	600 pcs	Php 66,000.00
11	Telephone Connector, RJ12 (100pcs per pack)	20 pack	Php 3,500.00
		Total	Php 1,057,730.00

IV. Approved Budget for the Contract

The Approved Budget for the Contract (ABC) is Php 1,057,730.00, inclusive of all government taxes and charges. The items to be procured are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation and

award. The bidder's offer must be within the ABC of the lot and ABC per item. Bid offers that exceed the ABC of the lot or any of the item, with incomplete price shall be rejected.

V. Delivery Period and Location

The Delivery period for the supply shall be Twenty-One (21) Calendar Days at the NPC Head Office Complex Warehouse, Sen. Miriam Defensor Santiago Ave. Quezon City, reckoned from the date of the receipt of the PR purchase order.

VI. Bidders Qualifications

The bidder should have been operating in the Philippines for two (2) years and is registered with SEC or DTI.

VII. Documents to be Submitted with the Bid

1. Eligibility Documents

- Legal Documents
 - Valid and current Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located
 - Omnibus Sworn Statement (See Attached Form / Template)

2. Technical Documents

- Completely filled-out Technical Data Sheets (Attachment B)

3. Financial Documents

- Letter Bid Form (See Attached Form / Template)
- Price Proposal Form (See Attached Form / Template)

VIII. Submission of Proposals

The bidder shall submit their proposal through their authorized representative using appropriate forms as provided herein on or before the deadline as specified in the invitation to Price Proposal and in sealed envelopes addressed to the Chairman, Bids and Awards Committee, NPC.

Each bidder shall submit one copy of the first and second components of its bid. The procuring entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the bidders to comply with the said requests shall not be a ground for disqualification.

If the procuring entity allows the submission of bids through online submission or any other electronic means, the bidder shall submit an electronic copy of its bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be non-responsive and, thus, automatically disqualified.

IX. Deadline for submission of Proposal

The proposal shall be submitted at the date, time and venue specified in the Invitation for Negotiated Procurement, Emergency Cases.

X. Price Proposal

The bidder shall complete the appropriate Price Proposal Form included herein, stating the unit price per item and the total amount.

Price validity shall not be less than One Hundred Twenty (120) Calendar Days from the date of Bid submission.

Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and subject to variation or price escalation on any account. A price proposal submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. All price proposals shall be considered as fixed prices, and therefore not subject to price escalation during the contract implementation.

XI. Evaluation of Price Proposals

A. The NPC BAC will undertake the detailed evaluation of the Price Proposal submitted.

B. The NPC BAC shall consider the following in the evaluation of the price proposal

- Completeness – price proposal not addressing or providing all of the required items in the price proposal form, shall be considered non-responsive. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or a "-" (dash) for the said item would mean that it is being offered free to NPC and
- Arithmetical corrections – consider computational errors and omissions to enable proper determination of total contract prices. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

C. The NPC BAC's evaluation of the price proposals shall only be based on the price proposal letter which includes the bid price proposal form. Total contract prices which exceed the ABC shall not be considered.

D. Bidders are required to include in their price proposals the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes and other fiscal levies and duties.

XII. Post Qualification

The NPC BAC shall determine to its satisfaction whether the supplier complies and is responsive to all the requirements and conditions specified in clause VII and clause XI of this TOR.

The supplier shall submit the following documentary requirements for post qualification

- A. Latest Income and Business Tax Returns and PhilGEPS Registration Certificate within the prescribed period.

XIII. Performance Security

Upon issuance of the Notice of Award, the Supplier shall post the required performance security in any of the following forms:

A. Cash, Manager's/Cashier's Check issued by a Universal or Commercial Bank.	5% of the Total Contract Price
B. Bank Draft/Guarantee or Irrevocable Letter of Credit issued by a Universal Bank or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	5% of the Total Contract Price
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.	30% of the Total Contract Price

The proceeds of the performance security shall be payable to NPC as compensation for any loss of revenue, damages, penalties or incidental expenses resulting from failure of the Supplier to perform its obligations under this Contract.

XIV. Force Majeure

The supplier shall not be liable for the forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its 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 contractor/supplier 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 contractor/supplier. 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 contractor/supplier shall promptly notify NPC in writing of such condition and the cause thereof. Unless otherwise directed by NPC in writing, the contractor/supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

XV. Acceptance Criteria

The supplier shall perform at his own expense all required inspection to ensure the conformance of the supplied spare parts to the requirements of the specifications and standards. Inspection and acceptance shall be done with the presence of NPC representatives.

**TERMS OF REFERENCE
Technical Data Sheet**

1. The bidder shall complete this technical data Sheet and submit the filled-up form with the technical proposal. The bidder shall use continuation sheets as necessary for any other additional information keeping to the format shown herein or by reproducing the same.
2. NPC reserves the right to reject Bids without proper and/or specific data and information as required herein.
3. The data required are technical features and characteristics of the equipment/component/parts to be provided by the bidder. Bidder's proposal shall at least be equal or superior to the requirements specified by NPC.
- 4.

Materials / Spare Parts Data

Item	Description	NPC REQUIREMENT		SUPPLIER'S DATA	
		Quantity	UOM	Quantity	UOM
1	Cable Tie, Cable Tie, 4mm x 250mm, 100 pcs per pack	20	Pack		
2	CAT6 LAN Cable	100	Box		
3	Electrical Tape, 20 Meters per Roll	300	Pcs		
4	Telephone Connector, RJ11 (100pcs per pack)	20	Pack		
5	Telephone Modular Box	750	Pcs		
6	Telephone Set, Corded	300	Pcs		
7	Telephone Spiral Cord	300	Pcs		
8	Telephone Terminal Block, Krone Type, 10-Pair	100	Pcs		
9	Terminal Block Holder, 10-Pair Krone Type	10	Pcs		
10	Telephone Flat Cord, Standard Length	600	Pcs		
11	Telephone Connector, RJ12 (100pcs per pack)	20	Pack		

Name of Bidder

Name and Signature of Authorized Representative

Signature

SCHEDULE OF REQUIREMENTS
(Price Proposal Form)

ANNEX B

Supply and Delivery of Telephone Materials and Auxiliaries for NPC Building Transfer

ITEM NO.	DESCRIPTION	QUANTITY - UNIT		CODE	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED					TOTAL PRICE
					Total Price of Goods Delivered up to Philippine Port (Phil. Peso)	Import Duties & Other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes imposed by Phil. Govt. (Phil. Peso)	Local Transport from port to Delivery Site	Total Unit Price (Phil. Peso) (E=F+G+H)	Local Current (Phil. Peso) (J = I x C)
A	B	C		D	E	F	G	H	I	J
1	Cable Tie, Cable Tie, 4mm x 250mm, 100 pcs per pack	20	Pack							
2	CAT6 LAN Cable	100	Box							
3	Electrical Tape, 20 Meters per Roll	300	Pcs							
4	Telephone Connector, RJ11 (100pcs per pack)	20	Pack							
5	Telephone Modular Box	750	Pcs							
6	Telephone Set, Corded	300	Pcs							
7	Telephone Spiral Cord	300	Pcs							
8	Telephone Terminal Block, Krone Type, 10-Pair	100	Pcs							
9	Terminal Block Holder, 10-Pair Krone Type	10	Pcs							
10	Telephone Flat Cord, Standard Length	600	Pcs							
11	Telephone Connector, RJ12 (100pcs per pack)	20	Pack							
TOTAL					(Amount in Words)					

- Bidders shall enter the code representing the country of origin of all imported equipment, materials and accessories
 - Cost of equipment, freight, insurance, etc. up to Phil. Port of Entry
 - Unit Price for Local Transportation, insurance, and other local costs incidental to delivery of the goods from the Phil. Port of Entry to final delivery site.
- Note: Final Delivery Site is NPC Head Office Warehouse, Sen. Miriam Defensor-Santiago Ave., Brgy. Central, Quason City.

Code	Country of Origin

Name of Bidder _____
Signature of Bidder _____

Price Proposal Letter

Date: _____

To: NATIONAL POWER CORPORATION
Sen. Miriam P. Defensor-Santiago Ave.
(formerly BIR Road) cor. Quezon Ave.
Diliman, Quezon City

Gentlemen:

Having examined the Terms of Reference for this requirement, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide [description of Supply] in conformity with the said Terms of Reference for the sum of [total Bid Amount in words and figures] or such other sums as may ascertained in accordance with the Price Proposal Form attached herewith and made part of this proposal.

We undertake, if our proposal is accepted, to supply and deliver of emergency items in accordance with the delivery schedule specified in the Terms of Reference.

If our proposal is accepted, we undertake to provide a performance security in the form, amounts, and within the terms specified in the Terms of Reference.

We agree to abide by this proposal and it shall remain binding upon us up to the full term of the contract. Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notice of award, shall be binding upon us.

We understand that you are not bound to accept the any proposal you may receive.

Dated this _____ day of _____ 202 _____.

[signature]

[in the capacity of]

Duly authorized to sign the proposal for and on behalf of _____.

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], 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. [Select one, delete the other.]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder].

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder].

2. [Select one, delete the other.]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have 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 duly notarized Special Power of Attorney.

[If a partnership, corporation, cooperative, or joint venture:] 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, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting.

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. [Select one, delete the rest.]

[If a sole proprietorship:] The owner or sole proprietor is not 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.

[If a partnership or cooperative.] None of the officers and members 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;

[If a corporation or joint venture.] 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; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
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.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ____, 20__ at:
_____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]