

### National Power Corporation

# REQUEST FOR QUOTATION (SMALL VALUE PROCUREMENT - 53.9)

July 14, 2023

|   | 41  |   |
|---|---|---|
| Sir/Madam:                                    |   |   |
| (TOR) for PR No. <u>F</u> a sealed envelope   | IO-IST23-018 Ref. No<br>to be dropped in the                    | quotation for the items as specified in the Terms of Reference o. <u>SVP236727 - RMo021 &amp;</u> and submit the same in e designated drop box at the Bids and Contracts Services , Quezon City <b>on or before</b> <u>9:30 AM</u> of <u>27 July 2023</u> |
| <ol> <li>PhilGEP</li> </ol>                   | ng documents must be<br>S Registration, which<br>In Members:    | e submitted together with your quotation:<br>never is applicable:   |
| 2. Valid an<br>"Annex<br>Mayor's              | d Updated Certificate A"). In case the Mayo Permit must also be | e of PhilGEPS Registration (This should include the attached or's Permit in the said Annex "A" is expired, a valid/updated submitted.   |
| a. V  | Blue Members:<br>alid Mayor's Permit sh<br>hilGEPS Registration | howing the expiry date<br>Number ;  |
| 3. Other do                                   | ocuments: Please  | e refer to the attached ADDITIONAL TOR  |
| ☐ Omnibus<br>☐ Latest Ind<br>☐ Profession     | come Tax Return / Bu  | se attached Form) (For Total ABC of AbovePhP 50,000); usiness Tax Return (For Total ABC of Above PhP 500,000); um Vitae (for Consulting Services only):   |
| The Warran                                    | ty Period shall be: <u>Ple</u>                                  | ease refer to the attached TOR  |
| In case of a bidder(s).                       | failed bidding, a re-bi   | idding maybe conducted without prior notice to any previous   |
| For further telephone no/s. 8 bcsd@napocor.go | <ul> <li>921-3541 loc 5397</li> </ul>                           | ntact the BAC Secretariat, Mr. Joslo Riel S. Medina at 7 / with e-mail address at irsmedina.npc@gmail.com or  |

RENE B. BARRUELA Chairman, Bids and Awards Committee

Very truly yours,

BIR Road cor. Quezon Avenue, DilimanQuezon City 1100, Philippines Tel. Nos. (632) 8921-3541 to 80 • Fax No. (632) 8921-2468 Website: <a href="https://www.napocor.gov.ph">www.napocor.gov.ph</a>







## Republic of the Philippines NATIONAL POWER CORPORATION

# TERMS OF REFERENCE ALTERNATIVE MODE OF PROCUREMENT (SMALL VALUE PROCUREMENT – 53.9)

1. Scope of Works: PRNO.HO-IST23-018/REF NO. SUP 230 727 - PMO02/8

## For the ONE (1) YEAR LICENSE & SUPPORT FOR REMOTE ACCESS AND MONITORING SOFTWARE

| Item<br>No. | DESCRIPTION  | QTY. | U/M | ABC<br>(PhP) |  |
|-------------|--|------|-----|--------------|--|
| 1           | ONE (1) YEAR LICENSE & SUPPORT FOR REMOTE ACCESS AND MONITORING SOFTWARE | 1    | LOT | 230,000.00   |  |
|             | TOTAL AMOUNT   |      |     | 230,000.00   |  |

#### Notes:

- See attached sheet for the complete scope of work and specifications
- Bidders are required and reminded to strictly state/include in their own Bid Proposal the Requirements in the Terms and Conditions stated under the NPC Terms of Reference (TOR), to wit:
  - Payment Terms
  - Delivery Period
  - Price Validity
  - o Delivery Point

### APPROVED BUDGET FOR THE CONTRACT: PHP 230,000.00

#### 2. Delivery Period

(see attached scope of work for complete details)

#### 3. Delivery Point

Items shall be delivered at: (see attached scope of work for complete details)

#### 4. Bid Submission

The Bidder shall submit their bids through their authorized representative or in the manner of submission as prescribed in the RFQ.

#### Late Bids

Any Bid submitted after the deadline for submission and receipt of Bids shall not be accepted by NPC.

#### 6. Bid Prices

The bid price as indicated in the Quotation Form shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive.

#### 7. Bid Price Validity

Price Validity shall not be less than One Hundred Twenty (120) calendar days from date of bid submission.

#### 8. Eligibility Criteria

- Bids shall be checked using the PASS / FAIL Criteria for Legal, Technical and Financial components.
- b. From the bids that were rated PASSED, the same shall be ranked and corrected for computational errors to identify the Lowest Calculated Quotation (LCQ).

#### 9. Detailed Evaluation and Comparison of Bids

The LCQ shall be subjected to detailed evaluation against the Technical Specifications including arithmetical computations. Documents which are deemed not to comply with the requirements of the tender shall be considered non-complying.

#### 10. Post-qualification

Submitted documents of the LCQ shall be subjected to post qualification evaluation. The bid that PASSED the Post-Qualification shall be declared as the Lowest Calculated Responsive Quotation (LCRQ).

#### 11. Total Contract Price

The Total Contract Price shall be inclusive of all taxes and other related expenses / charges.

#### 12. Notice to Supplier

- The supplier shall pick-up the Purchase Order (PO)/ Notice to Proceed (NTP) from NPC within two (2) calendar days from receipt of the Notice of Award.
- Failure to secure the PO/NTP by the supplier within the said period will mean cancellation of the same and imposition of penalties as prescribed by law.

#### 13. PO Effectivity

a. The PO Shall take effect immediately upon receipt of the PO / NTP by the supplier sent through fax as evidenced by the fax transmission receipt and as confirmed by the supplier's representative.

#### 14. Terms of Payment

Terms of Payment shall be thirty (30) calendar days after submission of complete supporting documents.

#### 15. Warranty

Warranty is dependent upon the nature/type of the item which is included in the offer (i.e. Manufacturer's Warranty).

#### 16. Liquidated Damages

Where the supplier refuses or fails to satisfactorily complete the work within the specified contract time, plus any time of extension duly granted and is hereby in default under the contract, the supplier shall pay NPC for liquidated damages, and not by way of penalty, an amount equal to at least one tenth (1/10) of one percent (1%) of the cost of the undelivered/unperformed portion of the items/works 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 open to it (Section 68 of the Revised IRR of RA 9184).

#### 17. Liability of the Supplier

If after receipt of the Purchase Order, the supplier fails to deliver the goods, appropriate sanctions will be imposed as prescribed under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR).

#### 18. Disclosure of Relations

The bidder shall comply with the provisions of Section 47 of RA 9184 and its revised IRR re: disclosure of relations.

#### 19. Administrative Sanctions

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A 18.

Bidder shall likewise be imposed the rules as stated in section 69 (Imposition of administrative penalties) should there be infractions committed.

#### 20. Reservation Clause

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 contract award, without thereby incurring any liability to the affected bidder/s.

-----remaining spaces are intentionally left blank -----

# SUPPLIER'S BID QUOTATION (SMALL VALUE PROCUREMENT – 53.9)

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-IST23-018**. I agree with the conditions of the TOR and offer the following supplies with specific description:

| NO. | DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME) | QTY | UNIT PRICE<br>(PhP) | TOTAL PRICE |
|-----|---|-----|---------------------|-------------|
| 1   |   |     | 3<br>*              |             |
|     |   |     |                     |             |
|     | igh.  |     |                     |             |
|     | TOTAL BID PRICE   |     |                     |             |

| Payment Terms   |   | 30 Days  |
|-----------------|---|----------|
| Delivery Period | : | 15 Days  |
| Price Validity  |   | 120 Days |

Delivery Point : ITSD, NPC Head Office

| Name and Signature Date | e of Authorized Representative |
|-------------------------|--------------------------------|
| Company Name            |                                |
| Contact Details         | 1                              |
| e-mail address          |                                |

Note: The bidder may use this form or its own company letter head following this format duly signed by the authorized representative when making the offer.



#### **NATIONAL POWER CORPORATION**

#### **TERMS OF REFERENCE**

# P.R. No. HO-IST23-018 ONE (1) YEAR LICENSE & SUPPORT FOR REMOTE ACCESS AND MONITORING SOFTWARE

#### 1. OBJECTIVE

The main objective of the project is to subscribe for one (1) year license and support for a remote access and monitoring software.

#### 2. SCOPE OF WORK

The winning bidder shall provide a remote access and monitoring software with the following features:

- 2.1. 20 licensed users in a team
- 2.2. Up to 500 managed devices (Unattended Access)
- 2.3. Unlimited devices to connect to (Interactive Access)
- 2.4. Standard user management
- 2.5. Custom client generator
- 2.6. Mobile device support
- 2.7. Includes mobile device management
- 2.8. Shall perform tasks smoothly even with bandwidths as low as 100kbps
- 2.9. Shall have frame rates of up to 60fps on local area network and other internet connections
- 2.10. Shall have low latency of below 16ms on local area networks
- 2.11. Includes two (2) licenses of cybersecurity software with the following features
  - 2.11.1. Unlimited VPN private internet connection
  - 2.11.2. 75GB Cloud Backup

### 3. QUALIFICATION REQUIREMENTS FOR THE SOLUTION BIDDER

Prospective bidder must submit a Certificate of Reseller signed by the software manufacturer.

#### 4. TRAINING

The Contractor shall provide virtual or onsite end user training for eight (8) NPC employees on the operation, configuration and maintenance of the Remote Access and Monitoring Software.

#### 5. DELIVERY PERIOD

Delivery period shall be Fifteen (15) calendar days reckoned from receipt of Notice to Proceed.

#### 6. DELIVERY POINT

Delivery point shall be at ITSD, NPC Head Office.

#### 7. TERMS OF PAYMENT

NPC shall pay the CONTRACTOR within thirty (30) days from receipt of the complete supporting documents as required by NPC. Checks will be prepared for payment to the CONTRACTOR subject to existing taxes.

### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

| REPUBLIC OF THE PHILIPPINES | )    |
|-----------------------------|------|
|                             | 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;
- 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;
- [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:
  - Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - 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].
- [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.

| INI  | WITNESS WHEREOF, |                 |        | •••      |     |    | 91 00 |      | 5.00 |    |      |    |    |
|------|------------------|-----------------|--------|----------|-----|----|-------|------|------|----|------|----|----|
| 1114 | AAIIME99         | WHEKEUF,        | I have | hereunto | set | my | hand  | this | day  | of | 5770 | 20 | at |
|      |                  | _, Philippines. |        |          |     |    |       |      |      |    | —,   |    | a  |

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

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