



National Power Corporation
REQUEST FOR QUOTATION
(SMALL VALUE PROCUREMENT - 53.9)

19 December 2023

Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. **S4-BPD24-002** Ref. No. SVP231222 - NA and submit the same in a sealed envelope to be dropped in the designated drop box at the Bids and Contracts Services Division (BCSD), Ground Floor, Diliman, Quezon City **on or before 09:30 A.M. of 28 December 2023.**

The following documents must be submitted together with your quotation:

1. PhilGEPS Registration, whichever is applicable:

For Platinum Members:

2. Valid and Updated Certificate of PhilGEPS Registration (This should include the attached "Annex A"). In case the Mayor's Permit in the said Annex "A" is expired, a valid/updated Mayor's Permit must also be submitted.

For Red or Blue Members:

- a. Valid Mayor's Permit showing the expiry date
- b. PhilGEPS Registration Number;

3. Other documents: **Please refer to the attached Terms of Reference (TOR)**

Additional Documentary Requirements, if applicable:

- Omnibus Sworn Statement (use attached Form) (For Total ABC of Above PhP 50,000);
- Latest Income Tax Return / Business Tax Return (For Total ABC of Above PhP 500,000);
- Professional License/Curriculum Vitae (for Consulting Services only);
- PCAB License (for INFRA Projects only);

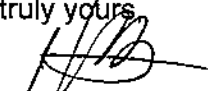
The **Warranty Period** shall be: within the contract period.

The **Price Validity** is **120 Calendar Days.**

In case of a failed bidding, a re-bidding maybe conducted without prior notice to any previous bidder(s).

For further inquiries, please contact the BAC Secretariat, **Ms. Nathalie Claire R. Abarquez** at telephone no. 8921-3541/ local no. 5244 / Fax No. 8922-1622 with e-mail address at **bcsd@napocor.gov.ph and ncrabarquez@napocor.gov.ph.**

Very truly yours,


ATTY. MELCHOR P. RIDULME
Vice President, Corporate Affairs Group and
Chairman, Bids and Awards Committee



NATIONAL POWER CORPORATION
BIR Road cor. Quezon Avenue, Diliman
Quezon City 1100, Philippines
Tel. Nos. (632) 8921-3541 to 80 • Fax No. (632) 8921-2468
Website: www.napocor.gov.ph





Republic of the Philippines
NATIONAL POWER CORPORATION

**TERMS OF REFERENCE
ALTERNATIVE MODE OF PROCUREMENT
(SMALL VALUE PROCUREMENT - 53.9)**

1. **Scope of Works:** PR NO. S4-BPD24-002 / REF NO. CUP 231228-NA

For the INTERNET SUBSCRIPTION

PR Item	DESCRIPTION	QTY.	ABC (PhP)
1	INTERNET SUBSCRIPTION	1 LOT	720,000.00
GRAND TOTAL			720,000.00

NOTE:

- **Warranty:** Within the two (2) year subscription period, the vendor shall provide a warranty on all delivered equipment and provide service-unit(s) on any pulled-out equipment for repair.
- Refer to the attached additional terms of reference (ANNEX A-1). (4 pages)
- **Documents to be submitted with the Bid:**
 - (1) Site Inspection Certificate
 - (2) Service Level Agreement (SLA) and Escalation Matrix with names, contact numbers, and emails of support personnel.
- **Documents to be submitted during project implementation:**
 - (1) Brochures/User Manual
 - (2) Detailed Equipment list stating the location, make, model, Serial Nos. Firm Ware among others.
 - (3) Training Certification of attendees for the operation and maintenance system

APPROVED BUDGET FOR THE CONTRACT: PHP 720,000.00

2. Contract Duration/ Delivery Period

Contract Duration shall be Two (2) Years and the Delivery period shall be at least thirty (30) calendar days upon receipt of the Purchase Order / Notice to Proceed.

3. Delivery Point

Items shall be delivered to Bataan Nuclear Power Plant Office, Napot Pt. Morning, Bataan.

4. Bid Submission

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

5. 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

- a. 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 Bid (LCB).

9. Detailed Evaluation and Comparison of Bids

The LCB 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 LCB shall be subjected to post qualification evaluation.

- Mayor's Permit, PhilGEPS Registration, Omnibus Sworn Statement, Latest Income Tax Returns as indicated in the Request for Quotation

The bid that PASSED the Post-Qualification shall be declared as the Single /Lowest Calculated Responsive Bid (S/LCRB).

11. Total Contract Price

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

12. Notice to Supplier

- a. 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.
- b. 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 conduct of maintenance, delivery of spares and submission of complete supporting documents as required by NPC.

15. Warranty

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

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

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. **S4-BPD24-002**. I agree with the conditions of the TOR and offer the following supplies with specific description:

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY	UNIT PRICE (Php)	TOTAL PRICE (Php)
1	INTERNET SUBSCRIPTION	1 LOT		
TOTAL BID PRICE				

Name and Signature of Authorized Representative
Date _____
Company Name _____
Contact Details _____
E-mail address _____

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



**NATIONAL POWER CORPORATION
BNPP PRESERVATION AND DISPOSAL
Napot Pt., Morong, Bataan**

ANNEX A-1

TERMS OF REFERENCE

**PR No. S4-BPD24-002
INTERNET SUBSCRIPTION**

RQ No./AC No. _____

**ALTERNATIVE MODE OF PROCUREMENT
(SMALL VALUE PROCUREMENT – 53.9)**

Approved Budget for the Contract: PHP 720,000.00

Contract Period: 24 Months

Location: All equipment shall be supplied and installed at Bataan Nuclear Power Plant Office, Napot Pt., Morong, Bataan

1. Scope of Works

- a. The work includes the furnishing of material, consumables materials, labor, tools, equipment, test instruments and other services necessary to complete the installation internet which includes but not limited to peripheral equipment system necessary for completion of the project.
 - i. Required internet bandwidth is minimum of **60 mbps committed information rate or symmetric internet connectivity.**
 - ii. Design and Planning of the service to be provided.
 - iii. Installation and configuration of provided equipment at BNPP-RMS-NPC.
 - iv. Provides necessary updates of the BNPP-RMS-NPC on the progress of service delivery.
 - v. Conduct standard testing of the service and provide acceptance report.
 - vi. Provide Multi-Router Traffic Graper (MRTG) account on applicable services.

- b. The Internet Service Provider (ISP) shall be responsible to the following:
 - i. Complete the installation, test and commissioning of equipment and the whole system to establish the internet service within **thirty (30) calendar days upon receipt of the Notice to Proceed** from National Power Corporation.
 - ii. The ISP must guarantee **99.5% connection availability.** This guarantee excludes problems caused by power disruption at National Power Corporation's premises.
 - iii. Maintain and ensure operation of the service and all equipment provided to BNPP-RMS-NPC
 - iv. Respond to support request/inquiry and provide **24/7 Call center and Field Engineer support.**
 - v. Provide advance Notice for Scheduled Interruptions.
 - vi. Workers to be deployed shall be directly hired by the ISP.
 - vii. No employee-employer relationship shall exist between NPC & ISP's personnel
 - viii. The ISP is solely responsible for all indemnities to its employees arising from work-related accidents and violations.
 - ix. Repair/Replace and/or pay within two (2) weeks damages to NPC properties caused by neglect on the part of the ISP.
 - x. The ISP shall report directly to the BNPP-OIC or his/her representative.
 - xi. The ISP and his employees shall submit Police/Barangay Clearance before the start of the activity.

- c. The ISP shall submit the following documents

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Small Value Procurement – 53.9 (PR No. S4-BPD24-002)

- i. Site Inspection Certificate
- ii. Brochures/User Manual
- iii. Detailed equipment list stating the location, make, model, Serial Nos. Firm Ware among others.
- iv. Training Certification of attendees for the operation and maintenance system.
- v. Service Level Agreement (SLA) and Escalation Matrix with names, contact numbers, and emails of support personnel.

2. Acceptance Criteria

- a. A Certificate of Acceptance shall be issued by the National Power Corporation only after the Service Provider has completed the following activities:
- b. All equipment and devices have been delivered, installed, and properly configured.
- c. Applicable Integration of components has been set up, and actual testing of appropriate functionalities has been completed.
- d. The Service Provider shall include seven (7) days of transition testing of throughput, frame loss, jitter, latency, uploading, downloading, videoconferencing, and browsing free of charge.

3. Work Safety and Working Hours

- a. The ISP shall strictly observe all safety and security rules and regulations of the BNPP-NPC Complex to prevent accidents and injuries and/or damage to NPC properties.
- b. Clearing activities at the BNPP-NPC Complex premises shall be allowed only from 8:00 AM to 5:00 PM Monday to Friday. If ISP intends to work beyond 5:00 PM and during weekends, authorization must be secured from NPC.
- c. ISP's personnel are not allowed to stay overnight inside BNPP complex, unless otherwise permitted by NPC.

4. Bid Submission

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

5. Late Bids

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

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 COMPLYING/NON-COMPLYING Criteria for Legal, Technical and Financial components. From the bids that were rated COMPLYING, the same shall be ranked and corrected for computational errors to identify the Lowest Calculated Bid (LCB).

9. Detailed Evaluation and Comparison of Bids

The LCB 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

TERMS OF REFERENCE

Small Value Procurement – 53.9 (PR No. S4-BPD24-002)

Submitted documents of the S/LCB shall be subjected to post qualification evaluation. The bid that PASSED the Post-Qualification shall be declared as the Single/Lowest Calculated Responsive Bid (S/LCRB).

11. Total Contract Price

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

12. Notice to Contractor/ISP

The winning Bidder shall pick-up the Purchase Order (PO) / Notice to Proceed (NTP) from NPC-BNPP 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

The scanned copy of PO/NTP will be sent thru email to the winning Bidder/Supplier and shall take effect immediately upon Supplier's acknowledgement receipt of said PO/NTP.

14. Terms of Payment

Payment shall be on an every-month basis minus penalties and will be made by National Power Corporation subject to existing government rules and regulations and upon submission of complete supporting documents.

15. 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).

16. Rebate

The Internet Service Provider shall not be held liable for any damages or service interruptions caused by events of "Force Majeur". Otherwise, circuit outages shall be subjected to the following credit schedule:

Length of Interruption (minutes)	Credit
Less than 30	None
30 - 179	1/6 of the contract price per day
180 - 359	1/3 of the contract price per day
360 - 539	1/2 of the contract price per day
540 - 719	5/8 of the contract price per day
720 - 899	7/9 of the contract price per day
900 - 1440	1 and 1/4 of the contract price per day

17. Termination of Contract

National Power Corporation shall have the option to terminate the connection before the contract expiration with due notice to be given to the Service Provider. Failure of the Service Provider to meet SLA commitments for five (5) consecutive days shall be grounds for termination of the contract.

18. Applicable Laws, Rules and Regulations

It is understood that the provisions specified under RA 9184 (Government Procurement Reform Act), Its IRR and subsequent amendments issued by the Government Procurement Policy Board (GPPB), although not specifically mentioned in this contract are deemed to be incorporated and made part of this contract as though fully written out and set forth herein.

TERMS OF REFERENCE

Small Value Procurement – 53.9 (PR No. S4-BPD24-002)

19. 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).

20. Disclosure of Relations

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

21. Administrative Sanctions

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

22. 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 pursuant to Section 41 of RA 9184.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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]