



REPUBLIC OF THE PHILIPPINES
NATIONAL POWER CORPORATION
(Pambansang Korporasyon sa Elektrisidad)

BID DOCUMENTS

Name of Project : THREE (3) – YEAR COMPUTER LEASING PROGRAM FOR THE NATIONAL POWER CORPORATION

Project Location : NPC HEAD OFFICE, DILIMAN, Q.C.

PR No. : HO-IST24-012

Contents:

- | | |
|---------------------|---|
| Section I | - Invitation to Bid |
| Section II | - Instructions to Bidders |
| Section III | - Bid Data Sheet |
| Section IV | - General Conditions of Contract |
| Section V | - Special Conditions of Contract |
| Section VI | - Technical Specifications
<i>Part I – Technical Specifications</i>
<i>Part II – Technical Data Sheet</i> |
| Section VII | - Schedule of Requirements
(Bid Price Schedule) |
| Section VIII | - Bidding Forms |

Design and Development Department



SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2024-0606

- 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	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
HO-IST24-012 / PB241010-RA00409 Three (3) Year Computer Leasing Program	Supply / Lease and Delivery of ICT Equipment	01 October 2024 9:30 A.M.	15 October 2024 9:30 A.M.	₱ 49,842,600.00 / ₱ 25,000.00
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

- The NPC now invites bids for Items listed above. Delivery of the Goods is required (see table below) specified in the Technical Specifications. Bidders should have completed, within (see table below) from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. (Instruction to Bidders).

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-IST24-012	Three (3) Years	Ten (10) Years

- Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

- Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
- A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.
- The National Power Corporation will hold a Pre-Bid Conference on the date, time and venue stated above. Interested bidder/s is/are allowed to join and participate in the Pre-Bid 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:
 - Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate
 - 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 2020
 - 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 duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
 9. Bid opening shall be in the Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
 10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 11. 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.: Tel Nos.: 8921-3541 local 5564/5713
Email: bcسد@napocor.gov.ph /
 12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.napocor.gov.ph/bcsd/bids.php>



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

SECTION II

INSTRUCTIONS TO BIDDERS



SECTION II – INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

Clause No.	Title	Page no.
1.	SCOPE OF BID	1
2.	FUNDING INFORMATION	1
3.	BIDDING REQUIREMENTS	1
4.	CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES	1
5.	ELIGIBLE BIDDERS	1
6.	ORIGIN OF GOODS	2
7.	SUBCONTRACTS	2
8.	PRE-BID CONFERENCE	2
9.	CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS.....	3
10.	DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS	3
11.	DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT.....	3
12.	BID PRICES.....	3
13.	BID AND PAYMENT CURRENCIES.....	4
14.	BID SECURITY	4
15.	SEALING AND MARKING OF BIDS.....	4
16.	DEADLINE FOR SUBMISSION OF BIDS.....	5
17.	OPENING AND PRELIMINARY EXAMINATION OF BIDS	5
18.	DOMESTIC PREFERENCE.....	5
19.	DETAILED EVALUATION AND COMPARISON OF BIDS.....	5
20.	POST-QUALIFICATION.....	6
21.	SIGNING OF THE CONTRACT.....	6

SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **THREE (3)-YEAR COMPUTER LEASING PROGRAM FOR NATIONAL POWER CORPORATION**, with identification number **PR NO. HO-IST24-012**.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot and will be awarded to one (1) Bidder in one complete contract, the details of which are described in Section VI (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2024 in the amount of **₱ 49,842,600.00**.

2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

The foreign bidder claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos shall submit a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product. The said certification shall be validated during the post-qualification of bidders.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Five (5) Years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC) (NPCSF-GOODS-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02) shall comply with the documentary requirements specified in the **BDS**.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for **One Hundred Twenty (120) calendar** days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit Two (2) copies of the first and second components of its Bid, marked **Original** and photocopy. Only the original copy will be read and considered for the bid.

Any misplaced document outside of the **Original** copy will not be considered. The photocopy is ONLY FOR REFERENCE.

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 request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website 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 considered non-responsive and, thus, automatically disqualified.

Bidders must also comply with the Disclaimer and Data Privacy Notice specified in the **BDS**.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded to one (1) Bidder in one complete contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to supply/lease and delivery of ICT equipment.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p>
10.1	<p>The prospective bidder shall submit a valid and updated Certificate of PhilGEPs Registration under Platinum Membership (all pages including the Annex A of the said Certificate). Non-compliance shall be a ground for disqualification.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes.</p>



10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Proposal as specified in Clause TS-5.0(a) of Section VI - Technical Specifications; 2. Complete eligibility documents of the proposed sub-contractor, if any
12	<p>The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
15.0	<p>All bid submissions and related correspondences are confidential and for viewing only by the intended recipient/s. Any unauthorized access to review, reproduce, or disseminate the information contained therein is strictly prohibited. The National Power Corporation (NAPOCOR) does not guarantee the security of any information electronically transmitted.</p> <p>Bid submissions and related correspondences may contain personal and sensitive personal information, and are subject to the Data Privacy Act of 2012, its implementing rules, regulations and issuances of the National Privacy Commission of the Philippines ("Privacy Laws"). By viewing, using, storing, sharing and disposing (collectively "Processing"), such bids submissions and correspondences, you agree to comply with the Privacy Laws. By responding to correspondence, you consent to the Processing by NAPOCOR of the Personal Data contained in your submission/reply in accordance with NAPOCOR's Personal Data Privacy Policy which you can find at http://www.napocor.gov.ph.</p> <p>To report any privacy issue, contact the Data Privacy Officer at dpo@napocor.gov.ph.</p> <p>NAPOCOR is not liable for the proper and complete transmission of the information contained in bid submission/correspondences nor for any delay in its receipt.</p>
19.3	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p>

	Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.
19.5	If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.
20.1	<p>Additional documents to be submitted during Post-Qualification:</p> <ul style="list-style-type: none"> a. Class A – Eligibility Documents listed on the Annex A of Certificate of PhilGEPs Registration under Platinum Membership pursuant to Section 34.3 of the Revised IRR of R.A. 9184 b. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02); c. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02; d. Contract/Purchase Order for the contract stated in the Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03)
20.2	The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
21.2	Notice to Proceed.

SECTION IV

**GENERAL CONDITIONS
OF CONTRACT**

SECTION IV – GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Clause No.	Title	Page no.
1.	SCOPE OF CONTRACT	1
2.	ADVANCE PAYMENT AND TERMS OF PAYMENT	1
3.	PERFORMANCE SECURITY	1
4.	INSPECTION AND TESTS	1
5.	WARRANTY	2
6.	LIABILITY OF THE SUPPLIER	2

SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

- 3.1. Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.
- 3.2. The performance bond to be posted by the Contractor must also comply with additional requirements specified in the **SCC**.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VI (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

SECTION V

**SPECIAL CONDITIONS
OF CONTRACT**



SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>The Service Provider shall perform the required services specified in Section VI – Technical Specifications upon commencement of the Contract.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts required are listed in the Technical Specifications and the cost thereof are included in the Contract Price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for the period specified in the Technical Specifications.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within three (3) months of placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>



	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p>Transportation –</p> <p>The Supplier is required under Contract to deliver the Goods DDP to the project site. Transport of the Goods to the port of destination in the Philippines, including insurance and storage, as specified in this Contract, shall be arranged and paid for by the Supplier, and the related cost thereof shall be included in the Contract Price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. Risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance by the Procuring Entity at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
<p>2.2</p>	<p>Terms of Payment is specified in Clause TS-7.0 of Section VI – Technical Specifications</p>



<p>3.2</p>	<ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: “To guarantee the faithful performance of the Principal’s obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties.” 2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC’s acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: <ol style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee’s notice of claim/demand letter notwithstanding any objection thereto by the Principal.
<p>4</p>	<p>The inspections and tests that will be conducted are specified in the Technical Specifications.</p>



SECTION VI

**TECHNICAL
SPECIFICATIONS**

***(PART I - TECHNICAL
SPECIFICATIONS)***

SECTION VI – TECHNICAL SPECIFICATIONS

PART I – TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
TS-1.0	GENERAL.....	1
TS-2.0	SCOPE OF WORKS	1
TS-3.0	CONTRACT DURATION, DELIVERY PERIOD AND LOCATION	1
TS-4.0	COMPUTER LEASING PROGRAM	2
TS-4.1	TECHNICAL REQUIREMENTS.....	2
TS-4.2	OBLIGATIONS AND RESPONSIBILITIES OF SUPPLIER.....	9
TS-4.3	INSTALLATION AND ACCEPTANCE	9
TS-4.4	MAINTENANCE AND TECHNICAL SUPPORT SERVICES	10
TS-5.0	DOCUMENTS TO BE SUBMITTED	11
TS-6.0	OWNERSHIP	11
TS-7.0	TERMS OF PAYMENT	11
TS-8.0	OTHER CONDITIONS OF THE CONTRACT	12
TS-8.1	PRIVATIZATION/ REORGANIZATION	12
TS-8.2	SAVING CLAUSE.....	13
TS-8.3	FORCE MAJEURE	13

SECTION VI – TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

The project covers the Computer Leasing requirements of National Power Corporation.

The project consists of the supply, delivery, and maintenance of various types of computers for three (3) years.

TS-2.0 SCOPE OF WORKS

The works and services to be performed by the successful Supplier shall essentially consist of but not limited to the following:

- 1) Supply and lease of brand-new computers, to wit:
 - a) 10 units of Workstation Computers.
 - b) 100 units of Desktop Computers.
 - c) 13 units of 2-in-1 Convertible Laptop Computers.
 - d) 261 units of Laptop Computers.
- 2) The Supplier shall, at this moment, provide all the other works and services not indicated on the technical specifications detailed herein that are necessary for the safe, reliable, and proper operation of the project.
- 3) If any unforeseen expenses arise due to the Supplier's lack of knowledge or understanding of the site's existing conditions, it is the Supplier's responsibility to cover them. NPC will not make any additional payment for such expenses.

TS-3.0 CONTRACT DURATION, DELIVERY PERIOD AND LOCATION

The contract duration for the supply and lease of brand-new computers continues for THREE (3) YEARS from the date of effectivity upon the issuance of complete final acceptance of the total number of units for every group by the Information and Technology & Services Department (ITSD) unless sooner terminated by either party at least thirty (30) days before the expiration date through the written notice for just and valid reason.

The Supplier shall deliver all required brand-new computers within NINETY (90) CALENDAR DAYS after issuing the NOTICE TO PROCEED (NTP).

The Supplier shall furnish, lease, deliver, and pick up the leased computers at specified delivery points. Leased computer units shall be delivered to:

GROUP	DISTRIBUTION	QUANTITY				
		WORKSTATION	DESKTOP	2-IN-1 LAPTOP	LAPTOP	SUB-TOTAL
1	NPC Head Office	10	10	12	167	199
2	SPUG-Luzon				56	56
3	SPUG-Visayas		30			30
4	SPUG-Mindanao		16		13	29
5	Mindanao Generation		44	1	25	70
TOTAL						384

TS-4.0 COMPUTER LEASING PROGRAM

TS-4.1 TECHNICAL REQUIREMENTS

The Supplier shall provide all necessary activities and materials to perform all work required for the project.

All work shall be done according to all generally accepted codes, standards, and modern practices. All equipment to be supplied shall also be new and unused, ensuring quality and compliance with all regulations, dimensions, and quality standards.

Listed below are the minimum requirements for the project. NPC reserves the right to reject bids without proper and specific data and information.

1. Workstation Computer	
Processor	At least Intel Core i7, 13 th Generation (5.1GHz Performance-core Max Turbo, 16-core 24-thread)
Main Memory	At least 32GB DDR5 4800MHz
Internal Storage	At least 1TB Gen4 PCIe M.2 NVMe SSD
Graphic Card	8GB GDDR6 Memory, 128-bit with at least 2 x Display Port, and 1 x HDMI port compliant for use in AutoCAD by Autodesk

Input Devices	Full-function keyboard and optical scroll mouse with mouse pad
Network interface	At least Gigabit Ethernet and Wi-Fi 6
I/O Interface	At least 4 x USB-A 10Gbps, 3 x USB-A 5Gbps, USB-C 20Gbps, 3 x USB 2.0, 2 x Display Port, HDMI 1.4 port, RJ-45, and combo Audio Jack
CPU Form Factor	Tower
Monitor	2 units - 27" LED, 1920 x 1080 with at least 1 x Display Port, and 1 x HDMI port
Security Features	<ul style="list-style-type: none"> a. TPM 2.0 Embedded Security Chip b. Intrusion Sensor c. Can protect your PC with browser-based threat containment, AI-based malware scanning, and anti-phishing credential protection. No more than 5% of CPU utilization with applications and services present and running. d. With a proprietary deep learning algorithm that instinctively recognizes malware and protects against never-before-seen attacks. e. Can offer remote management tools that innovate to empower remote administrators and local present administrators to remotely manage PC BIOS settings to serve the user quickly and securely. f. The PC must be protected by an ecosystem of protection, including automated protections, customizable safeguards, and easy management that guard against PC attacks without interrupting employee productivity. g. Must have a BIOS-level feature that protects data by permanently destroying sensitive information from hard and solid-state drives, ensuring the deleted information can never be recovered or compromised.
Operating System	Windows 11 Professional 64-bit with the latest Service Pack (SP)
Bundled Office Productivity	Microsoft Office Home and Business 2021

Endpoint Security	It must be compatible with and can be fully integrated with the existing NPC cloud-based endpoint administration.	
Compliance Certificate	Energy Star/EPEAT/RoHS and TCO compliant.	
Additional Requirement	At least 256GB USB 3.1 Flash Drive with One (1) year warranty	
Uninterruptible Power Supply (UPS)	UPS Type	Line Interactive
	Input & Output Voltage	230V
	Rated Power in Watts	360W
	Rated Power in Voltage	650VA
	Output Connection Type	At least 4 x NEMA 5-15P
	Input Connection Type	At least 1 x NEMA 5-15P
	Input Protection Type	Circuit Breaker
	Transfer Time	At least 6ms typical, and 10ms maximum
	Battery Type	At least Non-spillage, Maintenance-free, Sealed Lead-acid or better
	Backup Time at Full Load	At least 3 minutes
	Typical Recharge Time	Eight (8) hours
Compliance Certificate	WEEE, RoHS	
2. Desktop Computer		
Processor	At least Intel Core i5, 13th Generation (4.8GHz Performance-core Max Turbo, 14-core 20-thread)	
Main Memory	At least 16GB DDR5 4800MHz	
Internal Storage	At least 512GB Gen4 PCIe M.2 NVMe SSD	
Graphic Card	Integrated	
Input Devices	Full-function keyboard and optical scroll mouse with mouse pad	

Network Interface	At least Gigabit Ethernet and Wi-Fi 6
I/O Interface	At least 4 x USB-A 10Gbps, 3 x USB-A 5Gbps, USB-C 20Gbps, 3 x USB 2.0, 2 x Display Port, HDMI 1.4 port, RJ-45, and combo Audio Jack
CPU Form Factor	Small Form Factor (SFF)
Monitor	23" LED, 1920 x 1080 with at least 1 x Display Port, and 1 x HDMI port
Security Features	<ul style="list-style-type: none"> a. TPM 2.0 Embedded Security Chip b. Intrusion Sensor c. Can protect your PC with browser-based threat containment, AI-based malware scanning, and anti-phishing credential protection. Applications and services present and running consume no more than 5% of CPU utilization. d. With a proprietary deep learning algorithm that instinctively recognizes malware and protects against never-before-seen attacks. e. Can offer remote management tools that innovate to empower remote administrators and local present administrators to remotely manage PC BIOS settings to serve the user quickly and securely. f. The PC must be protected by an ecosystem of protection, including automated protections, customizable safeguards, and easy management that guard against PC attacks without interrupting employee productivity. g. Must have a BIOS-level feature that protects data by permanently destroying sensitive information from hard and solid-state drives, ensuring the deleted information can never be recovered or compromised.
Operating System	Windows 11 Professional 64-bit with the latest Service Pack (SP)
Bundled Office Productivity	Microsoft Office Home and Business 2021
Endpoint Security	It must be compatible with and fully integrated with the existing NPC cloud-based endpoint administration.
Compliance Certificate	Energy Star/EPEAT/RoHS and TCO Compliant

Additional Requirement	At least 256GB USB 3.1 Flash Drive with One (1) year warranty	
Uninterruptible Power Supply (UPS)	UPS Type	Line Interactive
	Input & Output Voltage	230V
	Rated Power in Watts	360W
	Rated Power in Voltage	650VA
	Output Connection Type	At least 4 x NEMA 5-15P
	Input Connection Type	At least 1 x NEMA 5-15P
	Input Protection Type	Circuit Breaker
	Transfer Time	At least 6ms typical, and 10ms maximum
	Battery Type	At least Non-spillage, Maintenance-free, Sealed Lead-acid or better
	Backup Time at Full Load	At least 3 minutes
	Typical Recharge Time	Eight (8) hours
	Compliance Certificate	WEEE, RoHS
3. 2-in-1 Convertible Laptop		
Processor	At least Intel® Core™ Ultra 7 155H Processor (E-core up to 3.80GHz, P-core up to 4.80GHz)	
Main Memory	At least 16 GB LPDDR5-4800 MHz	
Internal Storage	At least 512 GB PCIe Gen4 NVMe M.2	
Graphic Card	Integrated	
Monitor/Display	At least 13.0", 1920 x 1200 WUXGA, anti-glare, 400 nits, with built-in webcam and microphone	
Input Devices	Spill-resistant backlit keyboard, track point or touchpad, USB optical scroll wheel mouse with mouse pad covered with One (1) year warranty	

I/O Interface	At least 2 x Thunderbolt 4 Type-C, SuperSpeed USB Type-A, USB Type C, combo Audio Jack, and HDMI port
Network Interface	At least Wi-Fi 6, Bluetooth® 5.2
Security Features	<ul style="list-style-type: none"> a. TPM 2.0 Embedded Security Chip b. A hardware-enforced, secure browsing solution within the OS isolates web content in a CPU-isolated virtual machine, where malware cannot affect other tabs, applications, or the operating system. By effectively separating the contained browser activity. c. It can detect zero-day, never-seen-before threats and protect your PC in real time. It uses an advanced deep learning algorithm, scans every file on the endpoint, and instinctively recognizes any new threats, even unknown zero-day attacks, that traditional, signature-based antivirus software might miss. d. It continually inspects the system BIOS and automatically self-heals if malware, rootkits, or corruption damage it. It does this by ensuring that the only trusted BIOS code is executed. e. Must have an ecosystem of protection around the BIOS below the OS to help defend your PC and protect against attacks. f. Must have a BIOS-level feature that protects data by permanently destroying sensitive information from hard and solid-state drives, ensuring the deleted information can never be recovered or compromised.
Operating System	Windows 11 Professional 64-bit with the latest Service Pack (SP)
Endpoint Security	It must be compatible with and fully integrated with the existing NPC cloud-based endpoint administration.
Compliance Certificate	Energy Star/EPEAT/RoHS and TCO compliant.
AC Adapter/ Power Supply	At least 65W, USB Type-C Adapter
Battery Type	At least 3-cell, 51Wh Li-ion or Polymer

Accessories	<ul style="list-style-type: none"> a. Flash drive 256GB USB 3.1 with One (1) year warranty b. Laptop carrying bag c. USB Type-C to RJ45 Gigabit Ethernet adapter
4. Laptop Computers	
Processor	At least Intel Core i5-13 th Generation (E-core up to 3.4GHz, P-core up to 4.6GHz)
Memory	At least 16GB DDR4 3200MHz
Internal Storage	At least 512GB PCIe Gen4 NVMe M.2
Video Card	Integrated
Monitor / Display	At least 15.6-inch diagonal FHD (1920x1080) Anti-Glare with built-in webcam and microphone
Input Devices	Full function keyboard, spill-resistant, TrackPoint or touchpad, USB optical scroll wheel mouse with mouse pad with One (1) year warranty
Network Interface	At least Gigabit Ethernet port, Wi-Fi 6 and Bluetooth® 5.2
I/O Interface	At least 2 x USB-A 3.2 Gen1, USB 3.2 Type C, HDMI, Headphone and Microphone combo Jack
Security Features	TPM 2.0 Embedded Security Chip
Operating System	Windows 11 Professional 64-bit with the latest Service Pack (SP)
Bundled Office Productivity	Microsoft Office Home and Business 2021

Endpoint Security	It must be compatible with and fully integrated with the existing NPC cloud-based endpoint administration.
Compliance Certificate	Energy Star/EPEAT/RoHS/TCO or IT ECO Compliant
AC Adapter/ Power Supply	At least 45W
Battery Type	At least 3-cell, 41Wh Li-ion or Polymer
Accessories	a. Flash drive 256GB USB 3.1 with One (1) year warranty b. Laptop carrying bag
Additional Requirement for all computers	The brand being offered must belong to the top three (3) of International Data Corp (IDC) Top Companies, Worldwide Traditional PC Shipments, Market Share and Year-Over-Year Growth of 1st Quarter of 2024
System Recovery	1 x Bootable 64GB USB flash drive for system recovery for each type of computer to be delivered at every delivery point

TS-4.2 OBLIGATIONS AND RESPONSIBILITIES OF SUPPLIER

NPC shall have the right to increase the number of leased computers or require additional computer units up to ten percent (10%) of the contracted quantity not earlier than six (6) months from the contract award. The Supplier shall supply the additional computers within thirty (30) calendar days upon receipt of the written notice from NPC under the same terms and conditions.

At the end of the contract period, ownership of the leased computer shall be transferred to NPC at no extra cost.

The Supplier shall be notified should it be necessary to move the computer to other areas.

TS-4.3 INSTALLATION AND ACCEPTANCE

Upon delivery, the NPC representative shall do the initial boot-up and testing of all delivered units and provide recommendations for the acceptance of the units. The following are the designated NPC representatives:

Delivery/Pick-Up Points	NPC Representative
NPC Head Office	Mr. Roel Rhoneil E. Torres Sr. IS/IT Specialist ITSD, NPC-HO, Diliman, Quezon City
SPUG-Luzon	Mr. Neal S. Santiago Sr. IS/IT Specialist SPUG-Luzon Operations Department Minuyan, CSJDM, Bulacan
SPUG-Visayas	Mr. Leonter C. Pacul Sr. IS/IT Analyst SPUG-Visayas Operations Department Pio J. Benavidez Bldg. Doña Modesta S. Gaisano St., (beside PDEA RO-VII) Sudlon, Lahug, Cebu City
SPUG-Mindanao	Mr. Ricky Michael M. Sevilla Sr. IS/IT Specialist SPUG-Mindanao Operations Department, Gov. Camins Ave. Extension, Zamboanga City
Mindanao Generation	Mr. Leo A. Atienda Sr. IS/IT Specialist ISTD, Mindanao Generation, Ditucalan, Iligan City

The Supplier will be notified should there be a necessity to move the equipment. NPC shall be allowed to install applications and other software deemed necessary for performing the user's daily tasks.

TS-4.4 MAINTENANCE AND TECHNICAL SUPPORT SERVICES

The Supplier shall provide laptop computers as standby units equivalent to 2% rounded off to the nearest higher whole number per total number of computers. Standby units shall be delivered to designated delivery/pick-up points.

All leased equipment will be under warranty on parts and labor during the contract, starting upon acceptance. The supplier should be capable of providing multi-tier support. They should have more than two maintenance centers, so there would be an assurance of support should one maintenance center be unavailable. The Supplier will provide technical support 8 hours daily, five business days a week. Each Supplier must submit a comprehensive SERVICE LEVEL AGREEMENT as part of the bid technical proposal.

The NPC representatives will be provided with the telephone numbers of the maintenance centers. Any user of the leased equipment can call the SUPPLIER or corresponding maintenance center for technical support. Units for pullout will be picked up at the delivery point.

If no part or component is available for defective equipment, a stock of better specifications shall be provided or installed without additional cost to NPC. Failure to comply will denote non-payment of the monthly fee for specific equipment.

TS-5.0 DOCUMENTS TO BE SUBMITTED

5.1) To be submitted with the bid proposal:

- a. Completely filled out Technical Data Sheets (TDS);
- b. Letter of Confirmation that a local agent or representative can provide "After Sales Services" to the Leased Computers from the Manufacturer/Principal, stating his full support. Name, address, and contact number/person shall be provided; and,
- c. Comprehensive Service Level Agreement.

5.2) To be submitted during Post-qualification:

- a. Manufacturer's complete set of Brochures/Catalogues which contain information/ data to adequately support the Supplier's submitted filled out Technical Data Sheets;
- b. List of Service Centers with complete addresses and contact information at all delivery points.

TS-6.0 OWNERSHIP

Ownership of the leased computers within the contract period will remain with the Supplier.

At the end of the contract period, the ownership of the leased computers shall be transferred to NPC at no extra cost.

TS-7.0 TERMS OF PAYMENT

NPC shall pay the SUPPLIER quarterly and within thirty (30) days from receipt of the quarterly billing, together with the complete supporting documents as required by NPC. Payments shall be made after the lease services have been rendered. Checks will be prepared for payment to the SUPPLIER subject to existing taxes.

Quarterly billing shall be based on the validated quoted bid price per unit per quarter, including VAT. However, a deduction in lease payment shall be effected for units pulled out for maintenance that cannot be covered by the service units for more than two (2) days and will start on the third (3rd) day of pullout. Hence, payment of lease services shall be computed daily calculated as follows:

$$\text{QUARTERLY RENTAL} / 90 \text{ DAYS} = \text{daily rental per unit}$$

NPC shall pay the SUPPLIER the item's fair market value computed using the straight-line depreciation method if a unit is lost, misplaced, or stolen. To get the monthly depreciation rate, the acquisition cost shall be divided by the length of the

lease, i.e., 36 months. The fair market price shall be computed using the formula below:

$$FMV = \frac{AC - (Mu * Dr)}{CD} * (CD - Mu)$$

Where:

FMV = Fair Market Value (Amount to be paid in case of loss)

AC = Acquisition Cost (Quarterly rental x 12 quarters)

Mu = Number of Months used (rounded off to a higher whole number)

CD = Contract duration in months

Dr = Depreciation rate

Example: If the quarterly rental is Php 5,400 and the contract duration is thirty-six (36) months, the unit is lost in the second month.

$$AC = 5,400 \times 12 = 64,800$$

$$Dr = 64,800 / 36 = 1,800$$

$$AC = 64,800 \quad Mu = 2 \quad CD = 36$$

$$FMV = \frac{AC - (Mu * Dr)}{CD} * (CD - Mu)$$

$$FMV = \frac{64,800 - (2 * 1,800)}{36} * (36 - 2)$$

$$FMV = \underline{57,800.00}$$

TS-8.0 OTHER CONDITIONS OF THE CONTRACT

TS-8.1 PRIVATIZATION/ REORGANIZATION

If the ownership/operation of NPC office/plants/facilities shall be transferred to another entity as a result of privatization:

- a. NPC may reassign the location/transfer of the leased equipment to any office/plant/facilities at no additional cost to NPC and with no increase in contract price. NPC shall inform the SUPPLIER thirty (30) days before the transfer.
- b. NPC may opt to pre-terminate the Contract subject to the payment of the amount equivalent to the total balance of the lease payments until the end of the Contract minus the residual value, which is 10% of the total Contract lot computed per unit.

Example: Pre-termination is two (2) years or twenty-four (24) months before the end of the Contract.

Where:

PtP = Pre-termination Payment

= AC- (FMV + Mu * Dr)

FMV = $\frac{64,800 - (12 * 1,800)}{36} * (36-12)$

FMV = 28,800.00

PtP = 64,800 – (28,800 + 12 * 1,800)

PtP = 14,400.00

Pre-termination Payment = Php 14,400 to be paid to the Supplier per unit if the Contract is pre-terminated by the end of the first year.

TS-8.2 SAVING CLAUSE

The Supplier holds NPC free from any liabilities, suits, actions, demands, or damages arising from death, illnesses, injuries from or caused by the negligence of its personnel incident to or in connection with services under this Contract.

TS-8.3 FORCE MAJEURE

NPC shall be free from any financial, criminal, and civil liability should the leased equipment be damaged or lost due to force majeure (i.e., fire, earthquake, tidal wave). In such case, the SUPPLIER shall replace all damaged unit/s.

SECTION VI

**TECHNICAL
SPECIFICATIONS**

***(PART II - TECHNICAL DATA
SHEETS)***



SECTION VI - TECHNICAL SPECIFICATIONS

PART II – TECHNICAL DATA SHEETS

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1.0	THREE (3)-YEAR COMPUTER LEASING PROGRAM FOR NATIONAL POWER CORPORATION	VI-TDS-1 to VI-TDS-16



SECTION VI - TECHNICAL SPECIFICATIONS

PART II – TECHNICAL DATA SHEETS

THREE (3)-YEAR COMPUTER LEASING PROGRAM FOR NATIONAL POWER CORPORATION

- a. 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 additional information, keeping to the format shown herein or reproducing the same.
- b. NPC reserves the right to reject Bids without proper and specific data and information as required herein.
- c. The data required are technical features and characteristics of the Equipment/ component/material to be provided by the bidder. Bidder's proposal shall at least be equal or superior to the requirements specified by NPC.

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
1. Workstation Computers			
a.	Brand/Model	By Supplier	
b.	Manufacturer	By Supplier	
c.	Place of Manufacture	By Supplier	
d.	Quantity	Ten (10) Sets	
e.	Processor	At least Intel Core i7, 13th Generation (5.1GHz Performance-core Max Turbo, 16-core 24-thread)	
f.	Main Memory	At least 32GB DDR5 4800MHz	
g.	Internal Storage	At least 1TB Gen4 PCIe M.2 NVMe SSD	
h.	Graphic Card	8GB GDDR6 Memory, 128-bit with at least 2 x Display Ports, and 1 x HDMI port compliant for use in AutoCAD by Autodesk	
i.	Input Devices	Full-function keyboard and optical scroll mouse with mouse pad	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
j.	Network interface	At least Gigabit Ethernet and Wi-Fi 6	
k.	I/O Interface	At least 4 x USB-A 10Gbps, 3 x USB-A 5Gbps, USB-C 20Gbps, 3 x USB 2.0, 2 x Display Port, HDMI 1.4 port, RJ-45, and combo Audio Jack	
l.	CPU Form Factor	Tower	
m.	Monitor	2 units - 27" LED, 1920 x 1080 with at least 1 x Display Port, and 1 x HDMI port	
n.	Security Features	<ul style="list-style-type: none"> a. TPM 2.0 Embedded Security Chip b. Intrusion Sensor c. Can protect your PC with browser-based threat containment, AI-based malware scanning, and anti-phishing credential protection. No more than 5% of CPU utilization with applications and services present and running. d. With a proprietary deep learning algorithm that instinctively recognizes malware and protects against never-before-seen attacks. e. Can offer remote management tools that innovate to empower remote administrators and local present administrators to remotely manage PC 	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
		<p>BIOS settings to serve the user quickly and securely.</p> <p>f. The PC must be protected by an ecosystem of protection, including automated protections, customizable safeguards, and easy management that guard against PC attacks without interrupting employee productivity.</p> <p>g. Must have a BIOS-level feature that protects data by permanently destroying sensitive information from hard and solid-state drives, ensuring the deleted information can never be recovered or compromised.</p>	
o.	Operating System	Windows 11 Professional 64-bit with the latest Service Pack (SP)	
p.	Bundled Office Productivity	Microsoft Office Home and Business 2021	
q.	Endpoint Security	It must be compatible with and fully integrated with the existing NPC cloud-based endpoint administration.	
r.	Compliance Certificate	Energy Star/EPEAT/RoHS and TCO compliant.	
s.	Additional Requirement	At least 256GB USB 3.1 Flash Drive with One (1) year warranty	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
t.	Uninterruptible Power Supply (UPS)	UPS Type: Line Interactive	
		Input & Output Voltage: 230V	
		Rated Power in Watts: 360W	
		Rated Power in Voltage: 650VA	
		Output Connection Type: At least 4 x NEMA 5-15P	
		Input Connection Type: At least 1 x NEMA 5-15P	
		Input Protection Type: Circuit Breaker	
		Transfer Time: At least 6ms typical, and 10ms maximum	
		Battery Type: At least Non-spillage, Maintenance-free, Sealed Lead-acid or better	
		Backup Time at Full Load: At least 3 minutes	
		Typical Recharge Time: Eight (8) hours	
		Compliance Certificate: WEEE, RoHS	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
2. Desktop Computers			
a.	Brand/Model	By Supplier	
b.	Manufacturer	By Supplier	
c.	Place of Manufacture	By Supplier	
d.	Quantity	Eighty-Four (84) Sets	
e.	Processor	At least Intel Core i5, 13th Generation (4.8GHz Performance-core Max Turbo, 14-core 20-thread)	
f.	Main Memory	At least 16GB DDR5 4800MHz	
g.	Internal Storage	At least 512GB Gen4 PCIe M.2 NVMe SSD	
h.	Graphic Card	Integrated	
i.	Input Devices	Full-function keyboard and optical scroll mouse with mouse pad	
j.	Network Interface	At least Gigabit Ethernet and Wi-Fi 6	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
k.	I/O Interface	At least 4 x USB-A 10Gbps, 3 x USB-A 5Gbps, USB-C 20Gbps, 3 x USB 2.0, 2 x Display Port, HDMI 1.4 port, RJ-45, and combo Audio Jack	
l.	CPU Form Factor	Small Form Factor (SFF)	
m.	Monitor	23" LED, 1920 x 1080 with at least 1 x Display Port, and 1x HDMI port	
n.	Security Features	<ol style="list-style-type: none"> 1) TPM 2.0 Embedded Security Chip 2) Intrusion Sensor 3) Can protect your PC with browser-based threat containment, AI-based malware scanning, and anti-phishing credential protection. Applications and services present and running consume no more than 5% of CPU utilization. 4) With a proprietary deep learning algorithm that instinctively recognizes malware and protects against never-before-seen attacks. 5) Can offer remote management tools that innovate to empower remote administrators and local present administrators to remotely manage PC BIOS settings to serve the user quickly and securely. 	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
		<p>6) The PC must be protected by an ecosystem of protection, including automated protections, customizable safeguards, and easy management that guard against PC attacks without interrupting employee productivity.</p> <p>7) A BIOS-level feature must be installed that protects data by permanently destroying sensitive information from hard and solid-state drives, ensuring the deleted information can never be recovered or compromised.</p>	
o.	Operating System	Windows 11 Professional 64-bit with the latest Service Pack (SP)	
p.	Bundled Office Productivity	Microsoft Office Home and Business 2021	
q.	Endpoint Security	It must be compatible and fully integrated with the existing NPC cloud-based endpoint administration.	
r.	Compliance Certificate	Energy Star/EPEAT/RoHS and TCO compliant.	
s.	Additional Requirement	At least 256GB USB 3.1 Flash Drive with One (1) year warranty	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
t.	Uninterruptible Power Supply (UPS)	UPS Type: Line Interactive	
		Input & Output Voltage: 230V	
		Rated Power in Watts: 360W	
		Rated Power in Voltage: 650VA	
		Output Connection Type: At least 4 x NEMA 5-15P	
		Input Connection Type: At least 1 x NEMA 5-15P	
		Input Protection Type: Circuit Breaker	
		Transfer Time: At least 6ms typical, and 10ms maximum	
		Battery Type: At least Non-spillage, Maintenance-free, Sealed Lead-acid or better	
		Backup Time at Full Load: At least 3 minutes	
		Typical Recharge Time: Eight (8) hours	
Compliance Certificate: WEEE, RoHS			

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
3. 2-in-1 Convertible Laptop Computers			
a.	Brand/Model	By Supplier	
b.	Manufacturer	By Supplier	
c.	Place of Manufacture	By Supplier	
d.	Quantity	Thirteen (13) Sets	
e.	Processor	At least Intel® Core™ Ultra 7 155H Processor (E-core up to 3.80GHz, P-core up to 4.80GHz)	
f.	Main Memory	At least 16 GB LPDDR5-4800 MHz	
g.	Internal Storage	At least 512 GB PCIe Gen4 NVMe M.2	
h.	Graphic Card	Integrated	
i.	Monitor/Display	At least 13.0", 1920 x 1200 WUXGA, anti-glare, 400 nits, with built-in webcam and microphone	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
j.	Input Devices	Spill-resistant backlit keyboard, track point or touchpad, USB optical scroll wheel mouse with mouse pad covered with One (1) year warranty	
k.	I/O Interface	At least 2 x Thunderbolt 4 Type-C, SuperSpeed USB Type-A, USB Type C, combo Audio Jack, and HDMI port	
l.	Network Interface	At least Wi-Fi 6, Bluetooth® 5.2	
m.	Security Features	<ol style="list-style-type: none"> 1) TPM 2.0 Embedded Security Chip 2) A hardware-enforced, secure browsing solution within the OS isolates web content in a CPU-isolated virtual machine, where malware cannot affect other tabs, applications, or the operating system, by separating the contained browser activity. 3) It can detect zero-day, never-seen-before threats and protect your PC in real-time. It uses an advanced deep learning algorithm, scans every file on the endpoint, and instinctively recognizes any new threats, even unknown zero-day attacks, that traditional, 	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
		<p>signature-based antivirus software might miss.</p> <p>4) It continually inspects the system BIOS and automatically self-heals if malware, rootkits, or corruption damage it. It does this by ensuring that the only trusted BIOS code is executed.</p> <p>5) Must have an ecosystem of protection around the BIOS below the OS to help defend your PC and protect against attacks.</p> <p>6) A BIOS-level feature must be installed that protects data by permanently destroying sensitive information from hard and solid-state drives, ensuring the deleted information can never be recovered or compromised.</p>	
n.	Operating System	Windows 11 Professional 64-bit with the latest Service Pack (SP)	
o.	Endpoint Security	It must be compatible with and fully integrated with the existing NPC cloud-based endpoint administration.	
p.	Compliance Certificate	Energy Star/EPEAT/RoHS and TCO compliant.	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
q.	AC Adapter/ Power Supply	At least 65W, USB Type-C Adapter	
r.	Battery Type	At least 3-cell, 51Wh Li-ion or Polymer	
s.	Accessories	a. Flash drive 256GB USB 3.1 with One (1) year warranty b. Laptop carrying bag c. USB Type-C to RJ45 Gigabit Ethernet adapter	
4. Laptop Computers			
a.	Brand/Model	By Supplier	
b.	Manufacturer	By Supplier	
c.	Place of Manufacture	By Supplier	
d.	Quantity	Two-Hundred Seventy-Nine (279) Sets	
e.	Processor	At least Intel Core i5-13th Generation (E-core up to 3.4GHz, P-core up to 4.6GHz)	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
f.	Memory	At least 16GB DDR4 3200MHz	
g.	Internal Storage	At least 512GB PCIe Gen4 NVMe M.2	
h.	Video Card	Integrated	
i.	Monitor / Display	At least 15.6-inch diagonal FHD (1920x1080) Anti-Glare with built-in webcam and microphone	
j.	Input Devices	Full function keyboard, spill-resistant, TrackPoint or touchpad, USB optical scroll wheel mouse with mouse pad with One (1) year warranty	
k.	Network Interface	At least Gigabit Ethernet port, Wi-Fi 6, and Bluetooth® 5.2	
l.	I/O Interface	At least USB-A 3.2 Gen1, USB 3.2 Type C, HDMI, Headphone and Microphone combo Jack	
m.	Security Features	TPM 2.0 Embedded Security Chip	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
n.	Operating System	Windows 11 Professional 64-bit with the latest Service Pack (SP)	
o.	Bundled Office Productivity	Microsoft Office Home and Business 2021	
p.	Endpoint Security	It must be compatible with and fully integrated with the existing NPC cloud-based endpoint administration.	
q.	Compliance Certificate	Energy Star/ EPEAT/ RoHS/ TCO or IT ECO compliant.	
r.	AC Adapter/ Power Supply	At least 45W	
s.	Battery Type	At least 3-cell, 41Wh Li-ion or Polymer	
t.	Accessories	a. Flash drive 256GB USB 3.1 with One (1) year warranty b. Laptop carrying bag	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



ITEM	DESCRIPTION	NPC'S REQUIREMENT	SUPPLIER'S COMPLIANCE
u.	Additional Requirement for all computers	The Latest Trusted Platform (TPM) Must be included in the top three (3) of International Data Corp (IDC) Top Companies, Worldwide Traditional PC Shipments, Market Share and Year-Over-Year Growth of 1st Quarter of 2024	
v.	System Recovery	1 x Bootable 64GB USB flash drive for system recovery for each type of computer to be delivered at every delivery point	

Name of Supplier/Contractor: _____

Signature of Supplier/Contractor: _____



SECTION VII

**SCHEDULE OF
REQUIREMENTS
(BID PRICE SCHEDULE)**

**SECTION VII - SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)
THREE (3)-YEAR COMPUTER LEASING PROGRAM FOR NATIONAL POWER CORPORATION**

Item No.	Description of Work or Materials	QTY/ UNIT	* C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED					TOTAL PRICE
				Unit 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 < (Phil. Peso)	Unit Price of Goods or Services > (Phil. Peso)	Local Currency (Phil. Peso) ((E+F+G+H+I) x C)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(M)
1	Workstation Computers	10 Units							
2	Desktop Computers	100 Units							
3	2-in-1 Convertible Laptop Computers	13 Units							
4	Laptop Computers	261 Units							

Notes:

- * Bidders shall enter a code representing the Country of Origin of all
- + 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.
- > Unit Price for Local Transportation, insurance and other local costs incidental to delivery of the goods from local source to final delivery site.

Code Country of Origin

Delivery: Refer to the Technical Specification, **TS-4.3**, for the delivery site addresses.

_____ Name of Bidder

_____ Name and Signature of Authorized Representative

_____ Designation



SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

TABLE OF CONTENTS

NPCSF-GOODS-01	- Checklist of Technical and Financial Envelope Requirements for Bidders
NPCSF-GOODS-02	- List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started
NPCSF-GOODS-03	- Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid
NPCSF-GOODS-04	- Computation of Net Financial Contracting Capacity (NFCC)
NPCSF-GOODS-05	- Joint Venture Agreement
NPCSF-GOODS-06a	- Form of Bid Security : Bank Guarantee
NPCSF-GOODS-06b	- Form of Bid Security : Surety Bond
NPCSF-GOODS-06c	- Bid Securing Declaration Form
NPCSF-GOODS-07	- Omnibus Sworn Statement (Revised)
NPCSF-GOODS-08	- Bid Letter
Sample Form	- Bank Guarantee Form for Advance Payment
Sample Form	- Certification from DTI as Domestic Bidder

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders

A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

1. ELIGIBILITY DOCUMENTS

a. (CLASS A)

- PhilGEPs Certificate of Registration and Membership under Platinum Category (all pages) in accordance with Section 8.5.2 of the Revised IRR of RA. 9184;

Note: The failure by the prospective bidder to update its Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class "A" eligibility documents has been updated

- Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (*NPCSF-GOODS-02*)
- The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (*NPCSF-GOODS-03*) complete with the following supporting documents:

1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

(The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.

It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.)

- Duly signed computation of its Net Financial Contracting Capacity (NFCC) at least equal to the ABC (*NPCSF-GOODS-04*) or a Committed Line of Credit (CLC) at least equal to ten percent (10%) of the ABC, issued by a Universal or Commercial Bank; If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.

b. (CLASS B)

- For Joint Venture (if applicable), any of the following:

- Valid Joint Venture Agreement (*NPCSF-GOODS-05*)

OR

- Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract

- Certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product (*For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos*)

2. Technical Documents

- Bid Security, any one of the following:

- Bid Securing Declaration (*NPCSF-GOODS-06c*)

OR

Standard Form No: NPCSF-GOODS-01

- Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
OR
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
OR
- Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
 - For Sole Proprietorship:
 - Special Power of Attorney
 - For Partnership/Corporation/Cooperative/Joint Venture:
 - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Documents to be submitted with the Proposal as specified in Clause TS-4.0(a) of Section VI - Technical Specifications;
- Complete eligibility documents of the proposed subcontractor, if any

B. THE 2ND ENVELOPE (FINANCIAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

- Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08)
- Duly signed and completely filled-out Schedule of Requirement (Section VII) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.
- For Domestic Bidder claiming for domestic preference:
 - Letter address to the BAC claiming for preference
 - Certification from DTI as Domestic Bidder in accordance with the prescribed forms provided

Standard Form No: NPCSF-GOODS-01

CONDITIONS:

1. Each Bidder shall submit Two (2) copies of the first and second components of its Bid, marked Original and photocopy. Only the original copy will be read and considered for the bid. Any misplaced document outside of the Original copy will not be considered. The photocopy is ONLY FOR REFERENCE. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
2. In the case of foreign bidders, the eligibility requirements under Class "A" Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).
3. A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.

Standard Form Number: NPCSF-GOODS-02

List of All Ongoing Government and Private Contracts Including Contract Awarded But Not Yet Started

Business Name : _____
 Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion or Contract Duration/ Date of Delivery	Value of Outstanding Works / Undelivered Portion
			Description	%		
Government						
Private						
Total Cost						

The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.

Note : This statement shall be supported with the following documents for all the contract(s) stated above which shall be submitted during Post-qualification:

1. Contract/Purchase Order and/or Notice of Award
2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date.

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

Standard Form Number: NPCSF-GOODS-03

The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid

Business Name : _____
 Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

- Notes: 1. The bidder must state only one (1) Single Largest Completed Contract (SLCC) similar to the contract to be bid.
 2. Supporting documents such as any of the following: Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice for the contract stated above shall be submitted during Bid Opening.

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the income tax return and audited financial statement for the immediately preceding calendar year are:

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

NFCC = P _____

Herewith attached is certified true copy of the audited financial statement, stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding calendar year.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:
_____, of legal age, (*civil status*) _____, authorized representative of _____
and a resident of _____.

- and -

_____, of legal age, (*civil status*) _____, authorized representative of _____
a resident of _____.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Bidding and Undertaking of the hereunder stated Contract of the **National Power Corporation**.

NAME OF PROJECT

CONTRACT AMOUNT

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1.	P
2.	P

That both parties agree to be jointly and severally liable for their participation in the Bidding and Undertaking of the said contract.

That both parties agree that _____ and/or _____ shall be the Official Representative/s of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contract until terminated by both parties.

Name & Signature of Authorized Representative

Name & Signature of Authorized Representative

Official Designation

Official Designation

Name of Firm

Name of Firm

Witnesses

1. _____

2. _____

[Jurat]

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

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated (Date) for the [name of project] (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at _____ (hereinafter called “the Bank” are bound unto National Power Corporation (hereinafter called “the Entity”) in the sum of [amount in words & figures as prescribed in the bidding documents] for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of this obligation are that:

- 1) if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or
- 2) if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder, having determined as the LCB, fails or refuses to submit the required tax clearance, latest income and business tax returns and PhilGEPs registration certificate within the prescribed period; or
- 4) if the Bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
 - a) fails or refuses to execute the Contract; or
 - b) fails or refuses to submit the required valid JVA, if applicable; or
 - c) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate its demand, provided that in his demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the four (4) conditions stated above.

The Guarantee will remain in force up to 120 days after the opening of bids or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) (hereinafter called "the Principal") and (Name of Surety) of (Name of Country of Surety), authorized to transact business in the Philippines (hereinafter called "the Surety") are held and firmly bound unto National Power Corporation (hereinafter called "the Employer") as Obligee, in the sum of (amount in words & figures as prescribed in the bidding documents), callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____ 20 _____

WHEREAS, the Principal has submitted a written Bid to the Employer dated the _____ day of _____ 20 _____, for the _____ (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are:

- 1) if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or
- 2) if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder, having determined as the LCB, fails or refuses to submit the required tax clearance, latest income and business tax returns and PhilGEPs registration certificate within the prescribed period; or
- 4) if the Bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
 - d) fails or refuses to execute the Contract; or
 - e) fails or refuses to submit the required valid JVA, if applicable; or
 - f) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

Standard Form Number: NPCSF-GOODS-06b
Page 2 of 2

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURES(S) _____

NAME(S) AND TITLE(S) _____ NAME(S) _____

SEAL _____ SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
THREE (3)–YEAR COMPUTER LEASING PROGRAM FOR NATIONAL POWER CORPORATION (PR NO. HO-IST24-012)

To: **National Power Corporation**
Gabriel Y. Itchon Building
Sen. Miriam P. Defensor-Santiago Avenue
(formerly BIR Road) cor. Quezon Avenue,
Diliman, Quezon City Philippines 1100

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of R.A. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/we have hereunto set my hand this ____ day of ____
20____ at _____, Philippines.

[Name and Signature of Bidder's Representative/
Authorized Signatory]
[Signatory's legal capacity]
Affiant

[Jurat]

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

¹ Select one and delete the other. Adopt same instruction for similar terms throughout the document.

Standard Form No: NPCSF-GOODS-07

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]

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

To: **THE PRESIDENT**
Gabriel Y. Itchon Building
National Power Corporation
Sen. Miriam P. Defensor-Santiago Avenue
(formerly BIR Road) cor. Quezon Avenue,
Diliman, Quezon City Philippines 1100

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*_____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **THREE (3)-YEAR COMPUTER LEASING PROGRAM FOR NATIONAL POWER CORPORATION (PR NO. HO-IST24-012)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]*_____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to supply and deliver the goods and perform other services, if required within the contract duration and in accordance with the scope of the contract specified in the Schedule of Requirements and Technical Specifications.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Bid Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, 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 Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of [Name of Bidder]*_____ has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *[Name of Project]*_____ of the National Power Corporation *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the [Name of Bidder]*_____ to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for *[Name of Project]*_____ of the National Power Corporation.

We acknowledge that failure to sign each and every page of this Bid Letter, including the attached Schedule of Requirements (Bid Price Schedule), shall be a ground for the rejection of our bid.

[name and signature of authorized signatory]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____
[name of bidder]

Bank Guarantee Form for Advance Payment

To: **THE PRESIDENT**
National Power Corporation
Gabriel Y. Itchon Building
Sen. Miriam P. Defensor-Santiago Avenue
(formerly BIR Road) cor. Quezon Avenue,
Diliman, Quezon City Philippines 1100

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the Advance Payment Provision, of the General Conditions of Contract, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[name of the universal/commercial bank]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date the advance payment is received by the Supplier under the Contract and until the Goods are accepted by the PROCURING ENTITY.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CERTIFICATION AS A DOMESTIC BIDDER

This is to certify that based on the records of this office, (Name of Bidder) is duly registered with the DTI on _____.

This further certifies that the articles forming part of the product of (Name of Bidder) which are/is (Specify) are substantially composed of articles, materials, or supplies grown, produced or manufactured in the Philippines. (Please encircle the applicable description/s).

This certification is issued upon the request of (Name of Person/Entity) in connection with his intention to participate in the bidding for the (Name of Project) of the National Power Corporation (NPC).

Given this ___ day of _____ 20__ at _____, Philippines

Name

Position

Department of Trade & Industry