



NATIONAL POWER CORPORATION

**PR NO. HO-IST24-021
SUPPLY, DELIVERY AND INSTALLATION
OF POINT-TO-POINT LEASED LINE
AND DIRECT INTERNET
CONNECTIVITY FOR NATIONAL
POWER CORPORATION**

**ALTERNATIVE MODE OF PROCUREMENT
(NEGOTIATED PROCUREMENT-
EMERGENCY CASES)**



National Power Corporation

NEGOTIATED PROCUREMENT

NP 2024-0031

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

PR Nos./PB Ref No. & Description	Pre-Nego Conference	Bid Submission / Opening	ABC
HO-IST24-021 / EC241204-RA00577 Supply, Delivery and Installation of Point-to-Point Leased Line and Direct Internet Connectivity for National Power Corporation	03 December 2024 9:30 AM	04 December 2024 9:30 AM	₱ 2,728,000.00
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City			

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

PR Nos./PB Ref Nos.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-IST24-021	Thirty (30) Calendar Days	-

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

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

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



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



NATIONAL POWER CORPORATION

TERMS OF REFERENCE

P.R. NO. HO-IST24-021

PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF DIRECT INTERNET CONNECTIVITY AND POINT-TO-POINT LEASED LINE

1. GENERAL

The project consists mainly of the provisions for the following services:

- 1.1. 500 Mbps direct internet gateway service at Eton Centris Cyberpod-3, Quezon City
- 1.2. 500 Mbps point-to-point leased line connectivity between National Power Corporation (NPC) Head Office, Diliman Quezon City, and Eton Centris Cyberpod-3, EDSA corner Quezon Avenue, Quezon City

The Service Provider refers to the provider of the internet gateway and/or point-to-point leased line connectivity service specified in this Terms of Reference.

2. SCOPE OF WORKS AND REQUIREMENTS

The works to be done under these specifications shall generally include the supply, delivery, installation, and configuration of all necessary requirements but are not limited to the following end-to-end fiber optic connections:

- 2.1. For Item 1.1, the Service Provider shall provide and maintain the internet gateway equipment with at least 500 Mbps Committed Information Rate (CIR) with minimum of at least Sixty-Two (62) Usable Public IP-addresses (/26 IP blocks)
- 2.2. For Item 1.1, the bidder for internet service should not have existing contract for provision of internet service to the National Power Corporation – Head Office
- 2.3. For Item 1.2, the Service Provider shall provide and maintain the point-to-point leased line connectivity between National Power Corporation (NPC) Head Office, Diliman Quezon City, and Eton Centris Cyberpod-3, EDSA corner Quezon Avenue, Quezon City with at least 500 Mbps Committed Information Rate (CIR).
- 2.4. Bandwidth Utilization Reporting Tool.
- 2.5. State-of-the-art technology with due consideration to scalability, openness, interoperability, high degree of performance, maintainability, and cost-effectiveness
- 2.6. Installation and termination of fiber optic cables, conduits, and supports required to conform with technical requirements.
- 2.7. Provide a secure, scalable, and cost-effective network and internet connectivity. It is imperative that said links are highly available, reliable, and secured with the highest rating of performance, premium speed, and ease of management.

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- 2.8. Additional components, other works and services which are not indicated or specifically detailed in the technical specifications that are necessary for the complete, continuous, and reliable operation of the system.

3. APPROVED BUDGET FOR THE CONTRACT

For purposes of per item award, the following are the Approved Budget for the Contract (ABC) per item:

ITEM	DETAILS	ABC
1	500 Mbps CIR (minimum) connection for the direct internet gateway service	PhP 1,864,000.00
2	500 Mbps CIR (minimum) connection for the point-to-point leased line connection	PhP 864,000.00
TOTAL ABC		PhP 2,728,000.00

4. CONTRACT PERIOD AND LOCATION

The internet gateway service and the point-to-point leased line connection contracts period shall be Two (2) Years and shall start upon the issuance of Certificate of Acceptance by the National Power Corporation.

Necessary equipment for the internet gateway service connection shall be supplied and installed at the 16th floor of the Eton Centris Cyberpod 3.

Necessary equipment for the point-to-point leased line connection shall be supplied and installed at the NPC Head Office, Diliman, Quezon City and Eton Centris Cyberpod 3, EDSA corner Quezon Avenue, Quezon City.

5. MATERIALS

All materials and equipment to be supplied shall be brand-new following the applicable governing standards.

Materials and equipment shall be subject to the quality assurance/inspection of National Power Corporation. When required by the specification, or when requested by National Power Corporation, the Service Provider shall furnish to National Power Corporation for approval, full information concerning the materials, equipment, or articles that are proposed to be incorporated into the work. Samples shall be submitted for quality assurance and acceptance when National Power Corporation so directs.

6. DELIVERY PERIOD

The Service Provider shall complete the delivery, installation, configuration, testing and commissioning of the whole system to establish the service subject to the agreement within THIRTY (30) CALENDAR DAYS upon receipt of the Notice to Proceed from the National Power Corporation.

7. DETAILS OF INTERCONNECTION

- 7.1. 500 Mbps CIR (minimum) connection for the direct internet gateway service
- 7.2. 500 Mbps CIR (minimum) connection for the point-to-point leased line connection

8. SERVICE LEVEL AGREEMENT

8.1. Customer Circuit Failure Notification

The Service Provider must monitor the connectivity to the customer router every hour. If a router does not respond after two consecutive hourly checks, Service Provider must regard it as a possible circuit outage or evidence of insufficient customer bandwidth and undertake to notify the customer immediately and make follow-ups within 1 hour. Notifications will be made to the National Power Corporation telephone number or the 24-hour contact number, as provided by National Power Corporation.

8.2. Support

The Service Provider must be capable of providing 24 hours support service and must ensure to return calls made to the Support Engineer outside Business Hours within one (1) hour.

8.3. Network Quality of Services

8.3.1. The Service Provider must guarantee a 99.5% connection availability. This guarantee excludes problems caused by power disruption at National Power Corporation's premises.

8.3.2. The Service Provider must ensure that the latency during a PING test must be a maximum of 40ms measured at the gateway.

8.3.3. The Service Provider must check the bandwidth use of the installed circuit every hour. If the physical or tiered bandwidth of a circuit exceeds 90% utilization for more than 20 out of 24 samples, Service Provider must undertake to notify National Power Corporation within 4 business hours.

8.3.4. The Service Provider shall provide monthly report on outages, and variances to the Service Level Agreement (SLA).

8.4. Maintenance

Service Provider shall conduct quarterly system maintenance, which shall include but not be limited to check up, calibration, cleaning, and repairs of installed equipment. During such time, National Power Corporation recognizes the possibility of service interruption not attributable to the Service Provider. National Power Corporation agrees to cooperate with the Service Provider during the maintenance schedule so that the Service Provider may keep downtime to a minimum.

8.5. Service Escalation

The bidder must include a Service Escalation Procedure, which includes but not limited to the following:

- Level 1: Phone call, messaging and email; resolution must be within 2 hours
- Level 2: Phone call, messaging, email and remote access; resolution must be within 12 hours
- Lever 3: Phone call, messaging, email, remote access and onsite troubleshooting; resolution must be within 24 hours

The Service Provider must provide the name, position title, phone number, and email address of contact persons for all levels of the Service Escalation Procedure.

9. PENALTY

The Service Provider shall not be held liable for any damages or service interruptions caused by events of "force majeure". Otherwise, circuit outages or latency reading of more than 40ms shall be subjected to the following penalty schedule:

Length of Interruption (minutes)	Penalty
0.01667 - 29	3/10 of the contract price per day
30 -179	3/5 of the contract price per day
180-359	1 & 1/5 of the contract price per day
360 -539	1 & 4/5 of the contract price per day
540-719	2 & 2/5 of the contract price per day
720-899	3 of the contract price per day
900 -1,440	3 & 1/5 of the contract price per day
1,441 & 7200	3 & 4/5 of the contract price per day
Beyond 7200 & fraction thereof	2 of the contract price per day

10. AWARD OF CONTRACT

The award of contract shall be on per item basis:

- 10.1. 500 Mbps direct internet gateway service at Eton Centris Cyberpod-3, Quezon City.
- 10.2. 500 Mbps point-to-point leased line connection between National Power Corporation (NPC) Head Office, BIR Road, Diliman Quezon City, and Eton Centris Cyberpod 3, EDSA corner Quezon Avenue, Quezon City.

11. TERMINATION OF CONTRACT

National Power Corporation (NPC) shall have the option to terminate the connection before the contract expiration with due notice to be given to the Service Provider.

Failure of the Service Provider to meet SLA commitments for five (5) consecutive days shall be grounds for termination of the contract.

In the event of the transfer of NPC to another location, the Contractor must be able to transfer the services and infrastructure if available to the new building location with no additional cost to NPC. However, in such case where additional cost not directly attributed to the provision of the service is necessary, NPC may shoulder the cost subject to approval of the NPC management. If the Contractor has no facility or connection to

the new building location, NPC has the option to pre-terminate the contract, subject to prior notification.

12. WARRANTY

The Service Provider shall provide a warranty to all delivered and installed equipment during the entire duration of the internet gateway service contract.

A service unit must be provided on pulled-out equipment for repair within the service contract duration to ensure continuity of service.

13. ACCEPTANCE CRITERIA

A Certificate of Acceptance shall be issued by the National Power Corporation only after the Service Provider has completed the following activities:

- 13.1. All equipment and devices have been delivered, installed, and properly configured.
- 13.2. Power-on self-test and manufacturer-recommended diagnostic tests have been conducted and results submitted where applicable by the Service Provider on all equipment and devices.
- 13.3. Applicable integration of components has been set up, and actual testing of appropriate functionalities has been completed.
- 13.4. A hands-on training session shall be included for at least four (4) Information Technology and Services Department (ITSD) personnel on the operation, and maintenance of the point-to-point leased line and direct internet services.
- 13.5. The Service Provider shall include seven (7) days of transition testing of Bit Error Rate (BER), uploading, downloading, videoconferencing, and browsing free of charge.
- 13.6. All documents and test results must be submitted to the Manager-ITSD for evaluation and/or approval before the issuance of acceptance.

14. DOCUMENTS TO BE SUBMITTED

The documents to be submitted are indicated below. The details are provided on Attachment "A" - Checklist of Documentary Requirements.

14.1. Eligibility Documents

- 14.1.1. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In case of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided, that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of 2016 Revised IRR of RA 9184.

14.2. Technical Documents

To be submitted with the bid

- 14.2.1. Completely filled-out Technical Data Sheets
- 14.2.2. Omnibus Sworn Statement in accordance with Section 25.2 of the 2016 Revised IRR of RA 9184 and using the form prescribed in Attachment "C", 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) .
- 14.2.3. Certificate of Actual Site Inspection issued by the Manager, Information & Technology Services Department.

14.3. Financial Documents

- 14.3.1. Price Proposal Letter (Attachment "D")
- 14.3.2. Price Proposal Form (Attachment "E")

15. SUBMISSION OF PROPOSAL

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

Each bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said requests shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronics 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.

16. DEADLINE FOR SUBMISSION OF PROPOSAL

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

17. PRICE PROPOSAL

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

Price Validity shall not be less than One Hundred Twenty ,(120) Calendar Days from the

Terms of Reference

PR No. HO-IST24-021

Two (2)-Year Internet Gateway Service and Point-to-Point Internet Leased Line

Form	Amount, PhP
A. Cash, Manager's/Cashier's Check issued by a Universal or Commercial Bank.	5% of the Total Contract Price
B. Bank Draft/Guarantee or Irrevocable Letter of Credit issued by a Universal Bank or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	5% of the Total Contract Price
C. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	30% of the Total Contract Price

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

21. FORCE MAJEURE

- 21.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure.
- 21.2. For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Contractor/Hauler could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor/Hauler. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 21.3. If a force majeure situation arises, the Contractor/Hauler shall promptly notify the NPC in writing of such condition and the cause thereof. Unless otherwise directed by the NPC in writing, the Contractor/Hauler shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

22. CONTRACT AMENDMENT

Subject to applicable laws, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

23. MEASUREMENT OF PAYMENT

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

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date of bid submission. Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the contract and not subject to variation or price escalation on any account. A Price Proposal submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. All Price Proposals shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation.

18. EVALUATION OF PRICE PROPOSALS

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

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

(a) Completeness. Price proposal not addressing or providing all of the required items in the Price Proposal Form, shall be considered non-responsive. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or a "-" (dash) for the said item would mean that it is being offered for free to NPC; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper determination of total contract prices. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

18.3. The NPC BAC's evaluation of price proposals shall only be based on the Price Proposal Letter which includes the Bid Price Proposal Form. Total Contract Prices which exceed the ABC shall not be considered.

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

19. POST-QUALIFICATION

The NPC BAC shall determine to its satisfaction whether the Supplier complies with and is responsive to all the requirements and conditions of this TOR.

The Supplier shall submit the following documentary requirements for post-qualification:

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

19.2. Comprehensive Service Level Agreement

19.3. Certificate of IP Connectivity from at least two (2) international upstream providers.

19.4. Proof of connectivity of the Supplier to other local Internet Exchanges such as GETAFIX, PHOENIX, PCTA IX.

20. PERFORMANCE SECURITY

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

Form	Amount, PhP
A. Cash, Manager's/Cashier's Check issued by a Universal or Commercial Bank.	5% of the Total Contract Price
B. Bank Draft/Guarantee or Irrevocable Letter of Credit issued by a Universal Bank or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	5% of the Total Contract Price
C. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	30% of the Total Contract Price

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

21. FORCE MAJEURE

- 21.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure.
- 21.2. For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Contractor/Hauler could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor/Hauler. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 21.3. If a force majeure situation arises, the Contractor/Hauler shall promptly notify the NPC in writing of such condition and the cause thereof. Unless otherwise directed by the NPC in writing, the Contractor/Hauler shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

22. CONTRACT AMENDMENT

Subject to applicable laws, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

23. MEASUREMENT OF PAYMENT

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

Terms of Reference

PR No. HO-IST24-021

Two (2)-Year Internet Gateway Service and Point-to-Point Internet Leased Line

Payment shall cover all costs for furnishing labor, materials, equipment, tools, and other incidentals required to make the internet gateway and point-to-point leased line connections fully operational.

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ATTACHMENT "A"

TERMS OF REFERENCE

PR. NO. HO-IST24-021

Supply, Delivery and Installation of Direct Internet Connectivity and Point-to-Point Leased Line

CHECKLIST OF DOCUMENTARY REQUIREMENTS

- 1.) Eligibility (1st Envelope)**
- 2.) Technical (1st Envelope); and**
- 3.) Financial (2nd Envelope)**

I. Eligibility Documents (First Envelope)

Legal Documents

- (i) Valid and current Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located. In case of recently expired Mayor's/Business Permit it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided, that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of 2016 Revised IRR of R.A. 9184;

II. Technical Documents (First Envelope)

- (i) Completely filled-out Technical Data Sheets. (Attachment "B")
- (ii) Certificate of Actual Site Inspection issued by the Manager, Information & Technology Services Department
- (iii) Omnibus Sworn Statement in accordance with Section 25.2 of the 2016 Revised IRR of RA 9184 and using the form prescribed in Attachment "C", 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)

III. Financial Documents (Second Envelope)

- (i) Price Proposal Letter (Attachment "D")
- (ii) Price Proposal Form (Attachment "E")

ATTACHMENT "B"

TERMS OF REFERENCE

PR. NO. HO-IST24-021

Supply, Delivery and Installation of Direct Internet Connectivity and Point-to-Point Leased Line

TECHNICAL DATA SHEETS

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ATTACHMENT "B"

TERMS OF REFERENCE

PR. NO. HO-IST24-021

Supply, Delivery and Installation of Direct Internet Connectivity and Point-to-Point Leased Line

TECHNICAL DATA SHEETS

SUPPLY, DELIVERY AND INSTALLATION OF DIRECT INTERNET CONNECTIVITY AND POINT-TO-POINT LEASED LINE

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

1.0 DESCRIPTION / SPECIFICATIONS (Minimum)

ITEM	NPC REQUIREMENTS		SUPPLIER'S DATA
	DESCRIPTION / SPECIFICATIONS	QTY.	
1	500 Mbps direct internet gateway service at Eton Centris Cyberpod-3, Quezon City	1 LOT	
	a. End-to-end fiber optic connection		
	b. 500 Mbps Committed Information Rate (CIR)		
	c. With at least sixty two (62) usable public IP addresses (/26 IP block)		
	d. At least 99.5% service availability		
	e. Account Manager for NPC		
	f. 24/7 helpdesk and technical support service, available including Saturdays, Sundays, and Holidays		
	g. Terms of payment: Monthly		

ATTACHMENT "B"**TERMS OF REFERENCE**

PR. NO. HO-IST24-021

Supply, Delivery and Installation of Direct Internet Connectivity and Point-to-Point Leased Line

	h. Duration: Two (2) years i. Service Level Agreement			
	j. End-user access to Multi Router Traffic Grapher (MRTG) for bandwidth monitoring			
2	500 Mbps point-to-point leased line connectivity between National Power Corporation (NPC) Head Office, Diliman Quezon City, and Eton Centris Cyberpod-3, EDSA corner Quezon Avenue, Quezon City	1	LOT	
	a. End-to-end fiber optic connection			
	b. 500 Mbps Committed Information Rate (CIR)			
	c. At least 99.5% service availability			
	d. Account Manager for NPC			
	e. 24/7 helpdesk and technical support service, available including Saturdays, Sundays, and Holidays			
	f. Terms of payment: Monthly			
	g. Duration: Two (2) years			
	h. All costs related to the interconnectivity between the 2 sites up to the server room location of the offices must be included.			
	a. End-user access to Multi Router Traffic Grapher (MRTG) for bandwidth monitoring			
	b. Service Level Agreement			
	c. Terms of Payment: Monthly			

Name of Bidder_____
Name and Signature of
Authorized Representative_____
Signature

ATTACHMENT "C"

TERMS OF REFERENCE

PR. NO. HO-IST24-021

Supply, Delivery and Installation of Direct Internet Connectivity and Point-to-Point Leased Line

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;

ATTACHMENT "C"

TERMS OF REFERENCE

PR. NO. HO-IST24-021

Supply, Delivery and Installation of Direct Internet Connectivity and Point-to-Point Leased Line

[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]

TERMS OF REFERENCE

PR. NO. HO-IST24-021

Supply, Delivery and Installation of Direct Internet Connectivity and Point-to-Point Leased Line

Price Proposal Letter

Date: _____

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

Gentlemen:

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

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

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

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

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

Dated this ____ day of _____ 202____.

[signature]

[in the capacity of]

Duly authorized to sign the Proposal for and on behalf of _____

ATTACHMENT "E"

SUPPLY, DELIVERY AND INSTALLATION OF DIRECT INTERNET CONNECTIVITY
AND POINT-TO-POINT LEASED LINE
PR. NO. HO-IST24-021

PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF DIRECT INTERNET CONNECTIVITY AND
POINT-TO-POINT LEASED LINE FOR NATIONAL POWER CORPORATION
PR. NO. HO-IST24-021

PRICE PROPOSAL FORM

ITEM NO.	DESCRIPTION	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)	Total Unit Price (Phil. Peso) (E+F+G+H)	Local Currency (Phil. Peso) (J = I x C)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
1	500 Mbps direct internet gateway service at Eton Centris Cyberpod-3, Quezon City	1 Lot							
2	500 Mbps point-to-point leased line connectivity between National Power Corporation (NPC) Head Office, Diliman Quezon City, and Eton Centris Cyberpod-3, EDSA corner Quezon Avenue, Quezon City	1 Lot							
TOTAL		(Amount in Words)							P

- * Bidders shall enter a code representing the Country of Origin of all imported equipment, materials and accessories
- + Cost of equipment, freight, insurance, etc. up to Phil. port of entry
- < Unit Price for Local Transportation, insurance and other local costs incidental to delivery of the goods from the Phil port of entry to final delivery site

Note: Final delivery site of the equipment shall be at:
Eton Centris Cyberpod-3, EDSA corner Quezon Ave., Quezon City

Code	Country of Origin

Name of Bidder: _____

Signature of Bidder: _____