



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

## **BID DOCUMENTS**

- Name of Project : TWO (2) YEARS 500 MBPS OR ABOVE  
COMMITTED INFORMATION RATE (CIR)  
INTERNET GATEWAY SERVICE  
CONNECTION FOR NATIONAL POWER  
CORPORATION**
- Project Location : NPC HEAD OFFICE, GABRIEL Y. ITCHON  
BLDG., SENATOR MIRIAM P. DEFENSOR-  
SANTIAGO AVENUE (FORMERLY BIR ROAD)  
CORNER QUEZON AVENUE, DILIMAN 1100  
QUEZON CITY**
- Specification No : PR NO. HO-IST25-007**
- Contents :**
- SECTION I - INVITATION TO BID**
  - SECTION II - INSTRUCTIONS TO BIDDERS**
  - SECTION III - BID DATA SHEETS**
  - SECTION IV - GENERAL CONDITIONS OF CONTRACT**
  - SECTION V - SPECIAL CONDITIONS OF CONTRACT**
  - SECTION VI - TECHNICAL SPECIFICATIONS**
    - PART I – TECHNICAL SPECIFICATIONS**
    - PART II – TECHNICAL DATA SHEETS**
  - SECTION VII - SCHEDULE OF REQUIREMENTS**
  - SECTION VIII - BIDDING FORMS**

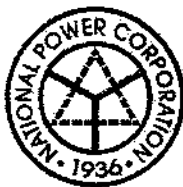
**Design and Development Department**



# **SECTION I**

# **INVITATION TO BID**



# National Power Corporation

## INVITATION TO BID

### PUBLIC BIDDING – BCS 2025-0382

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2025 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-IST25-005 / PB250729-RA00251  Two (2) Year of License and Technical Support of the Existing Antivirus	Provider / Distributor of an Endpoint Security Software (at least 600 clients)	16 July 2025 9:30 A.M.	29 July 2025 9:30 A.M.	₱ 4,300,000.00 / ₱ 5,000.00
HO-IST25-006 / PB250729-RA00252  Two (2) Years of License and Support Renewal of Existing Palo Alto Security Firewall	Supply, Delivery, Installation, Configuration and Testing of Network Security and Firewall			₱ 10,400,000.00 / ₱ 25,000.00
HO-IST25-007 / PB250729-RA00253  Two (2) Years of 500 MBPS or above Committed Information Rate Internet Gateway Service Connection for National Power Corporation	Provision of Internet Gateway Connection with speed of at least 500 MBPS (CIR)			₱ 1,596,000.00 / ₱ 5,000.00

**Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City**

2. 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-IST25-005	Thirty (30) Calendar Days / Two (2) Years	Five (5) Years
HO-IST25-006	Fifteen (15) Calendar Days / Two (2) Years	Five (5) Years
HO-IST25-007	Two (2) Years	Five (5) Years

3. 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.


4. 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.
5. 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. Payments via check, the payee should be: **NPC Bid Document Transactions**. 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.
6. 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:
  - 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 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/  
Email: [bcscd@napocor.gov.ph](mailto:bcscd@napocor.gov.ph) /

12. You may visit the following websites:

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

  
**LARRY I. SABELLINA**  
Vice President, MinGen and  
Chairman, Bids and Awards Committee

# **SECTION II**

# **INSTRUCTIONS TO BIDDERS**

**SECTION II – INSTRUCTIONS TO BIDDERS****TABLE OF CONTENTS**

<b>Clause No.</b>	<b>Title</b>	<b>Page no.</b>
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 **TWO (2) YEARS 500 MBPS OR ABOVE COMMITTED INFORMATION RATE (CIR) INTERNET GATEWAY SERVICE CONNECTION FOR NATIONAL POWER CORPORATION**, with identification number **PR NO. HO-IST25-007**.

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 2025 - 2027 in the amount of **₱ 1,596,000.00**.

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.

## SECTION II – INSTRUCTIONS TO BIDDERS

- 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:

## SECTION II – INSTRUCTIONS TO BIDDERS

- 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.

## SECTION II – INSTRUCTIONS TO BIDDERS

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 SHEETS**

**SECTION III - BID DATA SHEET**

<b>ITB Clause</b>	
5.3	<p>For this purpose, similar contracts shall refer to provision of internet gateway connection with speed of at least 500 MBPS (CIR).</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	Subcontracting shall not be allowed for this particular procurement.
10.1	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). <b>Non-compliance shall be a ground for disqualification.</b>
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 <b>Post-Qualification</b>:</p> <ol style="list-style-type: none"> <li>1. Contract/Purchase Order and/or Notice of Award</li> <li>2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date</li> </ol> <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 <b>Bid Opening</b>:</p> <ol style="list-style-type: none"> <li>1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice</li> </ol> <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>

## SECTION III – BID DATA SHEET

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"> <li>1. Data and Information to be submitted with the Proposal as specified in Clause TS-13.1 of Section VI - Technical Specifications;</li> <li>2. Complete eligibility documents of the proposed sub-contractor, if any</li> </ol>
12	The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.
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"> <li>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</li> <li>b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.</li> </ol>
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 <a href="http://www.napocor.gov.ph">http://www.napocor.gov.ph</a>.</p> <p>To report any privacy issue, contact the Data Privacy Officer at <a href="mailto:dpo@napocor.gov.ph">dpo@napocor.gov.ph</a>.</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>

## SECTION III – BID DATA SHEET

	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"> <li>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</li> <li>b. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government &amp; Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02);</li> <li>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;</li> <li>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)</li> <li>e. Documents to be submitted during post-qualification process as specified in TS-13.2 of Section VI-Technical Specifications</li> </ul>
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**

<b>Clause No.</b>	<b>Title</b>	<b>Page no.</b>
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**

<b>GCC Clause</b>	
1.0	The Contractor shall perform the required services specified in Section VI – Technical Specifications upon commencement of the Contract.
2.2	Measurement and Terms of Payment is specified in Clause TS-14.0 of Section VI – Technical Specifications
3.2	<ol style="list-style-type: none"> <li>1. The following must be indicated in the performance bond to be posted by the Contractor:               <ol style="list-style-type: none"> <li>i. Company Name</li> <li>ii. Correct amount of the Bond</li> <li>iii. Contract/Purchase Order Reference Number</li> <li>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. &amp; Schedule/Purchase Order No.)</u> entered into by the parties.”                 </li> </ol> </li> <li>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.</li> <li>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.</li> <li>4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:               <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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.</li> </ol> </li> </ol>
4	No further instructions

## **SECTION VI**

# **TECHNICAL SPECIFICATIONS**

**PART I – TECHNICAL SPECIFICATIONS**

**PART II – TECHNICAL DATA SHEETS**



**SECTION VI – TECHNICAL SPECIFICATIONS****PART I – TECHNICAL SPECIFICATIONS****TABLE OF CONTENTS**

<b><u>CLAUSE NO.</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE NO.</u></b>
TS-1.0	GENERAL .....	1
TS-2.0	SCOPE OF WORKS.....	1
TS-3.0	CONTRACT PERIOD AND LOCATION .....	2
TS-4.0	MATERIALS .....	2
TS-5.0	DELIVERY PERIOD.....	2
TS-6.0	DETAILS OF INTERCONNECTION .....	3
TS-7.0	SERVICE LEVEL AGREEMENT (SLA).....	3
TS-8.0	INTERNET GATEWAY SERVICE CONNECTION .....	4
TS-9.0	PENALTY.....	5
TS-10.0	TERMINATION OF CONTRACT .....	5
TS-11.0	WARRANTY .....	6
TS-12.0	ACCEPTANCE CRITERIA.....	6
TS-13.0	DATA AND DOCUMENTATION .....	6
TS-14.0	MEASUREMENT OF PAYMENT .....	7



## SECTION VI – TECHNICAL SPECIFICATIONS

### TS-1.0 GENERAL

This section outlines the technical requirements and expectations for the Internet gateway service contract. It serves as a guide for potential service providers to understand the project scope and bidding requirements.

Two (2) years 500 Mbps or above Committed Information Rate (CIR) Internet Gateway Service Connection for the National Power Corporation.

The project mainly consists of provisions for replacing/upgrading the existing internet gateway service contract and providing a redundant connection for high availability.

The existing Service Provider to the National Power Corporation, Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue, corner Quezon Avenue, Diliman, Quezon City-1100, is due to expire on 05 August 2025.

The Service Provider shall refer to the provider, distributor, or reseller of the internet gateway services as specified in this Bid Document.

### TS-2.0 SCOPE OF WORKS

The works to be done under this specification and other associated requirements shall generally include the supply, delivery, and installation of the necessary equipment but are not limited to the following:

- 2.1 The Service Provider shall supply, deliver, configure, install, and maintain within the two (2) years service contract the internet gateway and equipment with at least 500 Mbps Committed Information Rate (CIR), symmetrical upload and download for the National Power Corporation Head Office.
- 2.2 A minimum of at least sixty-two (62) Usable Public IP addresses (/26 IP blocks) shall be included in the internet gateway service contract.
- 2.3 Provision of Bandwidth Utilization Reporting Tool.

- 2.4 State-of-the-art technology with due consideration to scalability, openness, interoperability, high performance, maintainability, and cost-effectiveness.
- 2.5 Installation and termination of fiber optic cables, conduits, and supports must conform to technical requirements.
- 2.6 The technical specifications must indicate or detail explicitly additional components, other works, and services necessary for the system's complete, continuous, and reliable operation.

#### **TS-3.0 CONTRACT PERIOD AND LOCATION**

The Internet gateway service contract period shall be two (2) years and shall commence after the expiration on 05 August 2025 of the existing Internet Service Provider with contract number LOG MMSP 2023-07-055-MGF.

All equipment shall be supplied and installed at National Power Corporation, Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue, corner Quezon Avenue, Diliman, Quezon City-1100.

#### **TS-4.0 MATERIALS**

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

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

#### **TS-5.0 DELIVERY PERIOD**

The Service Provider shall complete the delivery, installation, configuration, testing, and commissioning of the system to establish the service subject to the agreement within Thirty (30) Calendar Days of receiving the Notice to Proceed from the National Power Corporation.

**TS-6.0      DETAILS OF INTERCONNECTION**

500 MBPS (minimum) connection of National Power Corporation Head Office located at Diliman, Quezon City, to the Service Provider's Internet Gateway Hub.

**TS-7.0      SERVICE LEVEL AGREEMENT (SLA)****7.1   CUSTOMER CIRCUIT FAILURE NOTIFICATION**

The service provider must monitor the connectivity of the customer router every hour. Suppose a router does not respond after two consecutive hourly checks. In that case, the 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 one (1) hour. Notifications will be sent to the National Power Corporation telephone number or the 24-hour contact number provided by the National Power Corporation.

**7.2   SUPPORT**

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

**7.3   NETWORK QUALITY OF SERVICE**

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

7.3.2 The Service Provider must check the installed circuit's bandwidth use every hour. Suppose a circuit's physical or tiered bandwidth exceeds 90% utilization for more than 20 24 samples. In that case, the Service Provider must notify National Power Corporation within four business hours.

7.3.3 The Service Provider must guarantee an average round-trip latency of not more than 80 milliseconds from the National Power Corporation's Head Office to the ISP port

and not more than 200 milliseconds from the local ISP port to the US/International port.

#### 7.4 MAINTENANCE

The Service Provider shall conduct routine equipment maintenance as stated in the maintenance schedule they submit to National Power Corporation. Maintenance shall include, but not be limited to, checking, calibration, cleaning, and installing equipment repairs. During such time, National Power Corporation recognized 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.

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

#### 7.5 SERVICE ESCALATION

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

Level 1: Phone call, messaging, and email; resolution must be within 2 hours.

Lever 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.

#### **TS-8.0 INTERNET GATEWAY SERVICE CONNECTION**

The proposed internet gateway service connection shall be a stand-alone, completely independent connection. It won't share any physical infrastructure or network paths with the existing NPC internet service lines for redundancy and backup purposes.

**TS-9.0 PENALTY**

The Service Provider shall not be held liable for any damages or service interruptions caused by “force majeure” events. These unforeseeable circumstances, such as natural disasters or acts of war, prevent the Service Provider from fulfilling its obligations. Otherwise, circuit outages shall be subjected to the following penalty schedule.

<b>Length of Interruption (minutes)</b>	<b>Penalty</b>
1. less than 30	None
2. 30 ~ 179	1/6 of the contract price per day
3. 180 ~ 359	1/3 of the contract price per day
4. 360 ~ 539	1/2 of the contract price per day
5. 540 ~ 719	5/8 of the contract price per day
6. 720 – 899	7/9 of the contract price per day
7. 900 – 1,440	1 & 1/4 of the contract price per day

Note: Interruptions within a month will be totaled and computed on an accumulated basis.

**TS-10.0 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 contract termination.

In the event of the transfer of NPC Head Office to another location, the Service Provider must be able to transfer the services and infrastructure, if available, to the new building location with no additional cost to NPC. NPC can pre-terminate the contract if the

Service Provider has no facility or connection to the new building location, subject to three (3) months advance notification.

#### **TS-11.0      WARRANTY**

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

To ensure continuity of service, a service unit must be provided to repair pulled-out equipment within the service contract duration.

#### **TS-12.0      ACCEPTANCE CRITERIA**

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

- a) All equipment and devices have been delivered, installed, and properly configured.
- b) All equipment and devices have undergone Power-on self-tests and manufacturer-recommended diagnostic tests, and the Service Provider has submitted the results where applicable.
- c) Applicable integration of components has been set up, and actual testing of appropriate functionalities has been completed.
- d) At least four (4) Information Technology and Services Department (ITSD) personnel shall receive hands-on training on operating and maintaining the internet gateway services.
- e) The Service Provider shall include seven (7) days of transition testing of Bit Error Rate (BER), uploading, downloading, video-conferencing, and browsing free of charge.

#### **TS-13.0      DATA AND DOCUMENTATION**

13.1 To be submitted with the bid:

- 13.1.1 Duly signed and completely filled out Technical Data Sheets (TDS);

13.1.2 Certificate of Actual Site Inspection issued by the Manager-Information and Technology Services Department (ITSD).

13.2 To be submitted during post-qualification:

13.2.1 Satisfactory Performance Certificates from at least three (3) clients each for the last three (3) years for similar contracts. A similar contract refers to providing at least 500Mbps CIR internet service.

13.2.2 Service Level Agreement (SLA) as specified in Section IV-Technical Specifications, Clause TS-7.0;

13.2.3 The Service Provider must be a Philippine Open Internet Exchange (PhOpenIX) member.

13.2.4 Lists of international upstream providers.

All documents shall be submitted to the Manager-ITSD for evaluation and approval before the issuance of acceptance.

#### **TS-14.0 MEASUREMENT OF PAYMENT**

National Power Corporation shall make monthly payments minus penalties, subject to existing government rules and regulations, and upon submission of complete supporting documents.

Payment shall cover all costs for furnishing labor, materials, equipment, tools, and other incidentals required to make the Internet gateway system fully operational.

## SECTION VI - TECHNICAL SPECIFICATIONS

### PART II – TECHNICAL DATA SHEETS

#### TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1.0	TWO (2) YEARS 500 MBPS OR ABOVE COMMITTED INFORMATION RATE (CIR) INTERNET GATEWAY SERVICE CONNECTION FOR THE NATIONAL POWER CORPORATION	VI-TDS-1 TO VI-TDS-3



**SECTION VI - TECHNICAL SPECIFICATIONS****PART II – TECHNICAL DATA SHEETS****TWO (2) YEARS 500 MBPS OR ABOVE COMMITTED INFORMATION  
RATE (CIR) INTERNET GATEWAY SERVICE CONNECTION FOR  
THE NATIONAL POWER CORPORATION**

- a. The Service Provider shall complete this technical data sheet and submit the filled-up form with the technical proposal. The Service Provider 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/or 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 Service Provider. The Service Provider's proposal shall be at least equal or superior to the requirements specified by NPC.

Name of Service Provider: \_\_\_\_\_

Signature of Service Provider: \_\_\_\_\_

**1.0 Two (2) years 500 Mbps or above Committed Information Rate (CIR)  
Internet Gateway Service Connection for the National Power Corporation**

ITEM	DESCRIPTION	NPC'S REQUIREMENT	SERVICE PROVIDER'S DATA / COMPLIANCE
a.	The Service Provider shall supply, deliver, configure, install, and maintain the internet gateway and equipment within the two-year (2) service contract with at least 500 Mbps Committed Information Rate (CIR), symmetrical upload and download for the National Power Corporation Head Office.	To deliver	
b.	At least Sixty-Two (62) Usable Public IP addresses (/26 IP blocks) shall be included in the Internet gateway service contract.	To deliver	
c.	Provision of Bandwidth Utilization Reporting Tool.	To provide	
d.	State-of-the-art technology with due consideration to scalability, openness, interoperability, high performance, maintainability, and cost-effectiveness.	To provide	
e.	Installation and termination of fiber optic cables, conduits, and supports must conform to technical requirements.	To provide	

Name of Service Provider: \_\_\_\_\_

Signature of Service Provider: \_\_\_\_\_

ITEM	DESCRIPTION	NPC'S REQUIREMENT	SERVICE PROVIDER'S DATA / COMPLIANCE
e.	The Service Provider shall include additional components required to make the system operate continuously and reliably, although not explicitly detailed in this specification.	To provide	
f.	Technical Specification, Clause TS-7.0 Service Level Agreement	To deliver	
g.	Technical Specification, Clause TS-8.0 Service Level Agreement	To provide	
h.	Technical Specification, Clause TS-12.0 Acceptance Criteria	To provide	

Name of Service Provider: \_\_\_\_\_

Signature of Service Provider: \_\_\_\_\_

# **SECTION VII**

# **SCHEDULE OF REQUIREMENTS**

## SECTION VII-SCHEDULE OF REQUIREMENTS

SECTION VII - SCHEDULE OF REQUIREMENTS  
(BID PRICE SCHEDULE)TWO (2) YEARS 500 MBPS OR ABOVE COMMITTED INFORMATION RATE (CIR) INTERNET GATEWAY  
SERVICE CONNECTION FOR NATIONAL POWER CORPORATION

PR. NO. HO-IST25-007

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)	(J)
1	Two (2) Years 500 MBps or Above Committed Information Rate (CIR) Internet Gateway Service Connection for NPC including all other works and services as specified in the Technical Specifications.	1 Lot							
TOTAL				AMOUNT IN WORDS:					AMOUNT IN FIGURES:

## 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 Part I - Technical Specification, Clause TS-3.0 for the delivery location.

Name of Supplier

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 1<sup>ST</sup> 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)*



## SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

**2. Technical Documents**

- Bid Security, any one of the following:
  - Bid Securing Declaration (NPCSF-GOODS-06c)  
**OR**
  - 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-13.1 of Section VI - Technical Specifications;

**B. THE 2<sup>ND</sup> 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

## SECTION VIII – BIDDING FORMS

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.

## SECTION VIII – BIDDING FORMS

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	%		
<b>Government</b>						
<b>Private</b>						
<b>Total Cost</b>						

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 : \_\_\_\_\_

## SECTION VIII – BIDDING FORMS

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 : \_\_\_\_\_

## SECTION VIII – BIDDING FORMS

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 : \_\_\_\_\_

## SECTION VIII – BIDDING FORMS

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. _____	<b>P</b> _____
2. _____	<b>P</b> _____

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*

\_\_\_\_\_  
*Official Designation*

\_\_\_\_\_  
*Name of Firm*

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Official Designation*

\_\_\_\_\_  
*Name of Firm*

*Witnesses*

1. \_\_\_\_\_

2. \_\_\_\_\_

**[Jurat]**

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

Standard Form Number: NPCSF-GOODS-06a

### 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)

## SECTION VIII – BIDDING FORMS

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.



## SECTION VIII – BIDDING FORMS

*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 \_\_\_\_\_

## SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-06c

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.**BID-SECURING DECLARATION****TWO (2) YEARS 500 MBPS OR ABOVE COMMITTED INFORMATION RATE (CIR)  
INTERNET GATEWAY SERVICE CONNECTION FOR NATIONAL POWER CORPORATION  
(PR NO. HO-IST25-007)**To: **National Power Corporation**  
Gabriel Y. Itchon Building  
Sen. Miriam P. Defensor-Santiago Ave.  
(formerly BIR Road) corner Quezon Avenue  
Diliman, Quezon City, Philippines 1100I/We<sup>1</sup>, 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]

<sup>1</sup> 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

## SECTION VIII – BIDDING FORMS

(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**  
National Power Corporation  
Gabriel Y. Itchon Building  
Sen. Miriam P. Defensor-Santiago Ave.  
(formerly BIR Road) corner 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 **TWO (2) YEARS 500 MBPS OR ABOVE COMMITTED INFORMATION RATE (CIR) INTERNET GATEWAY SERVICE CONECTION FOR NATIONAL POWER CORPORATION (PR NO. HO-IST25-007)** 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 Ave.  
(formerly BIR Road) corner 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]

## SECTION VIII – BIDDING FORMS

**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