



REPUBLIC OF THE PHILIPPINES
NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY

Invitation to Bid No.: **2019-04-04**

Date: **22 April 2019**

**INVITATION FOR 2nd NEGOTIATED PROCUREMENT
TWO (2) FAILED COMPETITIVE PUBLIC BIDDINGS**

**PROVISION OF 100 UNITS OF SIM CARD WITH MOBILE INTERNET/DATA
SERVICE FOR 12 MONTHS**

1. In view of the two (2) failed public biddings and one (1) failed negotiated procurement, the National Economic and Development Authority (NEDA), through its Bids and Awards Committee for Goods and Infrastructure Projects (NBAC-GIP), invites interested bidders to participate in the negotiated procurement for the **Provision of 100 units of SIM Card with Mobile Internet/Data Service for 12 Months**, in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act".
2. The Approved Budget for the Contract (ABC) for this procurement is **One Million Two Hundred Thousand Pesos and 00/100 (PhP1, 200,000.00)**, inclusive of all applicable government taxes and charges.

Best and Final Offer received in excess of the ABC shall be automatically rejected at bid opening.

3. The schedule of bidding activities shall be as follows:

Activities	Schedule	
	Date	Time
Posting of the Invitation for Negotiated Procurement – Two Failed Competitive Biddings	22 April 2019	
Negotiation Conference	26 April 2019	02:00 P.M.
Deadline for Submission of Best and Final Offer	06 May 2019	10:00 A.M.
Opening of Best and Final Offer	06 May 2019	10:15 A.M.

4. For detailed information of the subject procurement, please refer to the Terms of Reference (see **Annex I**).
5. The complete set of Invitation for 2nd Negotiated Procurement (Two Failed Competitive Biddings) may be acquired by interested Bidders at the NBAC-GIP Secretariat c/o Procurement Management Division, Administrative Staff, 2nd Floor NEDA-sa-Pasig Bldg., No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City.

For reference, the documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the NEDA.

6. Interested Bidders shall submit one (1) original and two (2) readable copies of its Best and Final Offer including the following eligibility, technical and financial documents at the stated address:

A. ELIGIBILITY DOCUMENTS:

1. Class “A” Documents:

- a) Certificate of PhilGEPS Registration (Platinum Membership) together with the corresponding attached document referred in said registration as “Annex A”. Please note that the following documents should be current and updated:
 - SEC Registration, or DTI Registration for Sole Proprietorship, or CDA Registration;
 - Mayor’s/Business permit; and
 - Tax clearance.

B. TECHNICAL DOCUMENTS:

1. Proof of Authority of the Bidder’s authorized representative/s:
 - a) FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Duly notarized Special Power of Attorney; **or**
 - b) FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s; **or**
 - c) IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representative/s.
2. Omnibus Sworn Statements using the form prescribed. (**Annex II**);
3. Compliance with the Schedule of Requirements. (**Annex III**); and
4. Compliance with the Technical Specifications. (**Annex IV**).

C. FINANCIAL DOCUMENTS:

1. Completed and signed Financial Proposal Form (**Annex V**); and
 2. Completed and signed Detailed Financial Breakdown (**Annex VI**).
7. The NEDA 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

8. For further information, please contact:

**NEDA Bids and Awards Committee for Goods and
Infrastructure Projects (NBAC-GIP) Secretariat**

c/o Procurement Management Division, Administrative Staff

2nd Floor NEDA-sa-Pasig Bldg.,

No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City

e-mail: rpmanzano@neda.gov.ph

Tel No. 631-3732; 631-0945 to 64 loc. 204; Fax No. 634-7916

(Original Signed)

CARLOS BERNARDO O. ABAD SANTOS

Assistant Secretary
and Chairperson, NBAC-GIP

TERMS AND CONDITIONS

1. The official Best and Final Offer must be duly signed by the bidder or by the authorized representative. All entries must be typewritten or must be eligible, if handwritten.
2. The attached Terms of Reference shall be an integral part of the terms and conditions of the contract.
3. Bidders shall provide correct and accurate information required in this form including the Technical Data Sheet or Brochure.
4. Best and Final Offer must be valid for a period of One Hundred Twenty (120) calendar days from the date of submission.
5. Best and Final Offer, to be denominated in Philippine peso shall include all applicable government taxes and charges.
6. Best and Final Offer exceeding the Approved Budget for the Contract shall be rejected.
7. Award of contract shall be made to the Best and Final Offer which complies with the minimum technical specifications and other terms and conditions stated herein.
8. Best and Final Offer may be accepted immediately or after some negotiations by NBAC-GIP.
9. Any alterations, erasures or overwriting in the submitted bids shall be valid only if they are signed or initiated by you or any of your duly authorized representative/s.
10. The NEDA shall have the right to inspect and/or to test the goods and services to confirm their conformity to the technical specifications, as applicable.
11. Liquidated damages equivalent to one tenth (1/10) of one percent (1%) of the value of the goods and services not delivered within the prescribed delivery period shall be imposed per day of delay. The NBAC-GIP shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.

TERMS OF REFERENCE

PROVISION OF 100 UNITS OF SIM CARD WITH MOBILE INTERNET/DATA SERVICE FOR 12 MONTHS

I. Rationale

As a policy-making agency, one of the major activities of NEDA is to engage with different departments across bureaucracy, with development partners local and abroad, and within internal units to fulfill its mandate.

The degree of such engagement requires NEDA officials and relevant personnel to be sharing data/files, communicating using mobile apps, and accessing online data for relevant results. Thus, the need for data services becomes necessary so that the fulfillment of their tasks may not be shortchanged.

As such, procurement of 100 units of SIM card with mobile internet/data service is pursued for such a purpose.

II. Scope of Work

The project involves the following:

1. Supply of one hundred (100) units of SIM card with mobile internet/data service for 12 months, renewable yearly subject to the provisions of Appendix XIII of the Revised IRR of RA 9184 or the Guidelines on Procurement of Water, Electricity, Telecommunications and Internet Service Providers and to the rendered satisfactory performance of the provider as determined by the NEDA;
2. Specifically, the procurement shall include the supply of 100 SIM card at point of delivery (NEDA-CO); and
3. Delivery within fifteen (15) calendar days from receipt of the Notice to Proceed.

III. Approved Budget for the Contract (ABC)

The ABC is **One Million, Two Hundred Thousand Pesos and 00/100 (PhP1,200,000.00)**, inclusive of all government taxes and service charges.

IV. Technical Requirements

1. Supply and delivery of 100 units of SIM card with mobile internet/data service for 12 months with detailed specifications:

Capabilities/Features	Descriptions
Data Allocation	Internet/data with minimum Data Allocation of 15GB <i>(Note: Upon reaching the bandwidth cap of 15GB, the user may still enjoy unlimited browsing of at least 256kbps without any cost to NEDA)</i>
Network Coverage	Nationwide
Network Technology	LTE provision
Interface	Availability/issuance of any SIM card size (standard, micro and/or nano) per the need expressed by NEDA

2. Provide monthly Paper Billing Statement for every account reflecting the following detailed requirements:
 - a. Bill number
 - b. Bill period coverage
 - c. Account number
 - d. Mobile number
 - e. Corporate ID
 - f. Current bill charges
 - g. Monthly data consumption

V. Duties and Responsibilities of the Service Provider

1. Shall provide the requirements stated under Section IV Technical Requirements of this TOR.
2. Shall render support services to NEDA as follows:
 - a. Replace SIM cards found defective and with failures noted or occurring that may be traceable to poor workmanship, use of poor quality materials, and non-compliance with the specifications.
 - b. Replace SIM cards in the event of lost, damage or service malfunction. The services shall be rendered within five (5) working days after the problem has been reported. All related costs shall be for the account of the Service Provider within the Contract period.
 - c. Render technical support phones calls or email within regular working hours from Monday to Friday, 8:00 A.M. to 5:00 P.M.

VI. Responsibilities of the NEDA

1. Shall grant the service provider's authorized representative/s access to the office to perform its obligations, provided that such representative/s shall be accompanied by the duly assigned NEDA personnel.

2. Shall reject SIM cards thereof that fails to pass any test and/or inspection or does not conform to the specifications.
3. In the event that the SIM card and/or services do not conform to the specifications, NEDA shall report the problem to the Service Provider for appropriate action.
4. Shall facilitate documentary requirements for purposes of payment in accordance with the conditions set in Section VIII of this TOR.
5. Conduct yearly assessment or cost-benefit analysis of the quality of service provided by the Service Provider. The NEDA however, may renew the contract for another year depending on the performance of the Service Provider in accordance with provisions of Appendix XIII of the Revised IRR of RA 9184 or the Guidelines on Procurement of Water, Electricity, Telecommunications and Internet Service Providers.

VII. Payment Scheme

Monthly payment shall be made after the issuance of the following:

1. Complete Billing Statement per account by the Service Provider; and
2. Certificate of Satisfactory Service issued by NEDA.

VIII. Liquidated Damages

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to 1/10 of 1 percent of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10 percent of the amount of the contract, NEDA shall rescind the contract, without prejudice to other courses of action and remedies open to it.

IX. Dispute Resolution

In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.

Omnibus Sworn Statement

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;
- 4.** Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. ***Select one, delete the rest:***

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 2019 at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by

me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued], [place issued]*

IBP No. _____ *[date issued], [place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of 2019

* This form will not apply for WB funded projects.

ANNEX III

SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	DESCRIPTION	SCHEDULE
1	Provision of 100 units of SIM Card with Mobile Internet/Data Service for 12 Months	Supply, delivery and configuration shall be completed within fifteen (15) calendar days from the receipt of Notice to Proceed (NTP).

Conforme : _____

Signature over Printed Name of Bidder/Authorized Representative

ANNEX IV

TECHNICAL SPECIFICATIONS

**PROVISION OF 100 UNITS OF SIM CARD WITH MOBILE INTERNET/DATA
SERVICE FOR 12 MONTHS**

NEDA Requirement	Statement of Compliance (Bidders must state here either “Comply” or “Not Comply”
	<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.</p>
I. Duties and Responsibilities of the Service Provider	
1. Supply and delivery of 100 units of SIM card with mobile internet/data service for 12 months with detailed specifications:	

<table border="1"> <thead> <tr> <th data-bbox="224 226 542 268">Capabilities/Features</th><th data-bbox="542 226 841 268">Descriptions</th></tr> </thead> <tbody> <tr> <td data-bbox="224 300 542 762">Data Allocation</td><td data-bbox="542 300 841 762"> Internet/data with minimum Data Allocation of 15GB <i>(Note: Upon reaching the bandwidth cap of 15GB, the user may still enjoy unlimited browsing of at least 256kbps without any cost to NEDA)</i> </td></tr> <tr> <td data-bbox="224 762 542 835">Network Coverage</td><td data-bbox="542 762 841 835">Nationwide</td></tr> <tr> <td data-bbox="224 835 542 909">Network Technology</td><td data-bbox="542 835 841 909">LTE provision</td></tr> <tr> <td data-bbox="224 909 542 1161">Interface</td><td data-bbox="542 909 841 1161"> Availability/issuance of any SIM card size (standard, micro and/or nano) per the need expressed by NEDA </td></tr> </tbody> </table>	Capabilities/Features	Descriptions	Data Allocation	Internet/data with minimum Data Allocation of 15GB <i>(Note: Upon reaching the bandwidth cap of 15GB, the user may still enjoy unlimited browsing of at least 256kbps without any cost to NEDA)</i>	Network Coverage	Nationwide	Network Technology	LTE provision	Interface	Availability/issuance of any SIM card size (standard, micro and/or nano) per the need expressed by NEDA	
Capabilities/Features	Descriptions										
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Network Coverage	Nationwide										
Network Technology	LTE provision										
Interface	Availability/issuance of any SIM card size (standard, micro and/or nano) per the need expressed by NEDA										
<p>2. Provide monthly Paper Billing Statement for every account reflecting the following detailed requirements:</p> <ul style="list-style-type: none"> a. Bill number b. Bill period coverage c. Account number d. Mobile number e. Corporate ID f. Current bill charges g. Monthly data consumption 											
<p>3. Shall render support services to NEDA as follows:</p> <ul style="list-style-type: none"> a. Replace SIM cards found defective and with failures noted or occurring that may be traceable to poor workmanship, use of 											

<p>poor quality materials, and non-compliance with the specifications.</p> <p>b. Replace SIM cards in the event of lost, damage or service malfunction. The services shall be rendered within five (5) working days after the problem has been reported. All related costs shall be for the account of the Service Provider within the Contract period.</p> <p>c. Render technical support phones calls or email within regular working hours from Monday to Friday, 8:00 A.M. to 5:00 P.M.</p>	
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Conforme : _____

Signature over Printed Name of Bidder/Authorized Representative

Bid Form

Date: _____
Invitation to Bid¹ N°: _____

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* 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 deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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 Terms and Conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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.

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

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 as per Invitation to Bid.

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 Name of the Procuring Entity] National Economic and Development Authority* *[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 Name of the Procuring Entity].* National Economic and Development Authority.

We acknowledge that failure to sign each and every page of this Bid Form, including attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 2019.

[Signature over Printed Name]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

ANNEX VI

Name of Bidder _____. Invitation to Bid Number _____.

Particulars	Brand	Unit price	Total Bid (PhP)
Provision of 100 units of SIM Card with Mobile Internet/Data Service for 12 Months			

[Signature Over Printed Name]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Instruction:

The Bidder shall provide the total amount inclusive of all applicable government taxes and charges