



BIDDING DOCUMENTS

**BIDS AND AWARDS COMMITTEE for GOODS
UNIVERSITY OF THE PHILIPPINES MINDANAO**

INVITATION TO BID (NEGOTIATED PROCUREMENT-53.1 TWO-FAILED BIDDINGS)

Supply of Computers for the Nicer Project



UNIVERSITY OF THE PHILIPPINES MINDANAO
Bids and Awards Committee for Goods

Invitation to Bid
(Negotiated Procurement-53.1. Two- Failed Biddings)

Supply of Computers for the Nicer Project

The UNIVERSITY OF THE PHILIPPINES Mindanao invites PhilGEPS registered Supplier to bid and submit their best and final offer for the project under Negotiated Procurement, as allowed under the Implementing Rules and Regulations of the Republic Act No. 9184.

UP Mindanao will directly negotiate the contract for this project with a technically, legally and financially capable supplier.

Lot No.	QTY	Item/Description	Approved Budget for the Contract	Price of Bid Document	Delivery Period
1	1 lot	1 set of Desktop with Accessories	Php200,000.00	Php500.00	45-90 days
2	1 lot	6 units Laptop 10 units Laptop with 3 units Printer	Php1,420,000.00	Php1000.00	30 days

1. The summary of the procurement activities is as follows:

Posting of Invitation to Bid/Sending of Direct Invitation to Eligible Bidders	October 1, 2021
Issuance and Availability of Bid Documents	October 1, 2021
Pre-Bidding Conference via Zoom	October 11, 2021; 9:00 AM
Submission of Eligibility, Technical and Financial Offer	October 18, 2021; 9:00 AM

- This procurement will be conducted through Negotiated Procurement under the instance of Two Failed Biddings (Section 53.1) of the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
- A complete set of Bidding Documents may be acquired by interested Bidders or Contractors from the BAC Secretariat (see address below) and upon payment of a non-refundable fee (if applicable) pursuant to the Schedule of Fees. Bidders who have been declared "eligible" during the first two failed biddings need no longer pay for the bid documents.

The Bidding Documents may also be downloaded free of charge from the website of the PhilGEPS provided that the prospective Bidders shall pay the non-refundable price before the deadline for submission of offers.

4. UP Mindanao will hold Negotiations to all interested Bidders or Contractors who submitted its Offer.
5. Opening of Financial Offers shall be conducted at the Administration Building, UP Mindanao, Mintal, Davao City will be opened in the presence of the Bidders or Contractors' representatives who choose to attend the opening. In view of the health emergency situation, only five (5) persons will be allowed inside the venue; the others will join via Zoom.

Late offers shall not be accepted.

6. Prospective Bidders or Contractors shall have their duly accomplished Financial Offer (inclusive of the Legal and Technical Requirements) in two (2) sealed envelopes received and dropped in the designated bid box located at the Procurement Office. Electronic bid submission to **bacgoods.upmin@up.edu.ph** will also be accepted.
7. UP Mindanao reserves the right to accept or reject any offer, to annul the bidding process, and to reject any or all offers at any time prior to contract award, without thereby incurring any liability to the affected bidder's or contractors.
8. Bidders shall read the bidding documents **carefully and strictly comply with the requirements** indicated in the bidding documents. Failure to comply may lead to disqualification of the bid.
9. Bidders are encouraged to properly use **tabs** and identify the documents submitted for ease of reference in the opening of the bids.
10. For further inquiries, please contact:

*BAC Secretariat
GF Administration Building, UP Mindanao.
Mintal, Davao City
Email: bacgoods.upmin@up.edu.ph*



PROF. VLADIMER B. KOBAYASHI
Chair, Bids and Awards Committee for Goods

**SECTION I. INSTRUCTIONS TO
BIDDERS/CONTRACTORS**

1. General

1. Scope of Offer

The University of the Philippines Mindanao wishes to receive offers for the Supply of Computers for the Nicer Project as described in Section III. Technical Specifications.

The lot is:

Lot No.	QTY	Item/Description	Approved Budget for the Contract
1	1 lot	1 set of Desktop with Accessories	Php200,000.00
2	1 lot	6 units Laptop 10 units Laptop with 3 units Printer	Php1,420,000.00

2. Source of Funds

The Funding Source is *UP Mindanao Trust Fund*.

3. Eligible Bidders or Contractors

The following are eligible to submit offer:

1. Those who were directly invited to attend the negotiations and whose names appear in the shortlist as published through Bulletin; or
2. Those who submitted the required documents on or before the deadline of submission of eligibility documents.
3. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}$$

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

3.2. Foreign bidders may be eligible to participate when any of the following circumstances

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers;
or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.

4. Bidder or Contractor's Responsibilities

The Bidder or Contractor is responsible for the following:

- 1. Having taken steps to carefully examine all of the Bidding Documents;
- 2. Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- 3. Having made an estimate of the facilities available and needed for the contract, if any;
- 4. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided, if there is any;
- 5. Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- 6. Ensuring that 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;
- 7. Authorizing the Chairperson of the UP BAC or its duly authorized representative/s to verify all the documents submitted;
- 8. Ensuring that the signatory is the duly authorized representative of the Bidder or Contractor, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder or Contractor in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- 9. Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and

Failure to observe any of the above responsibilities shall be at the risk of the Bidders or Contractors concerned.

1. Preparation of Offers

1. All Bidders or Contractors who were directly invited by UP or those whose names appear in the Shortlist shall be deemed eligible to submit an Offer.

Bidders or Contractors who were not directly invited may submit the following documents on or before the date specified in the Schedule for purposes of inclusion in the Shortlist:

1. In view of the GPPB Circular No. 03-2016 relative to the "Delayed Implementation of the Mandatory Submission of the PhilGEPS Certificate of Registration and Membership," the following shall be submitted during opening of Bids.
 - a. PhilGEPS Certificate of Registration; or
 - b. SEC/DTI/CDA Registration;
 - c. 2021 Mayor's/Business Permit or its Equivalent Document;
 - d. Current and Valid Tax Clearance Certificate; and
 - e. 2020 Audited Financial Statement stamped "received" by the BIR or its authorized institutions
2. Statement of all ongoing and completed government and private contracts for the last two (2) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

The statement shall include, for each contract, the following:

1. name of the contract;
2. date of the contract;
3. kinds of Goods;
4. amount of contract and value of outstanding contracts;
5. date of delivery; and
6. end user's acceptance or official receipt (s) issued for the contract, if completed.

Attached as Annexes of the Bid Forms is the standard forms for this requirement including the instructions and guidelines in the accomplishment of said forms.

3. NFCC computation in accordance with Section I: Instructions to Bidders/Contractors - Eligible Bidders/Contractors or a committed Line of Credit from a universal or commercial bank.
4. If applicable, the JVA (Annex D) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partner constitutes compliance.
5. Conformity with Schedule of Requirements as stated in Section II of this Bidding Documents;
6. Conformity with the Technical Specifications as stated in Section III of this Bidding Documents;

In the column "Bidder's Compliance", the bidder must state "comply" for each of the individual parameters of each specification corresponding to performance parameter of equipment offered. **Statement of "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 or distributor's un-amended sales literature, unconditional

statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.

The indication of the word "comply" in the portion opposite the item which is the primary requirement shall mean that all items under the same are complied with.

7. Financial Offer

6.1 Financial Offer (Annex E);

8. Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section IV. Bid and Sample Forms, Annex B.

2. Format and Signing of Offers

- i. Bidders or Contractors shall submit their offers through their duly authorized representative using the appropriate forms provided in Section V. Bidding Forms.
- ii. Each Bidder or Contractors shall submit *one (1)* original and one *(1)* copy of the offer.

The duplicates i.e. copies 1 must include the same documents as that of the original set of documents.

In the event of a discrepancy between the original and the copy, the original shall prevail.

- iii. The offer, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidders or Contractors.
- iv. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidders or Contractors.

3. Sealing and Marking of Offers

- i. Bidders or Contractors shall enclose their original in one sealed envelope marked "ORIGINAL OFFER".
- ii. Copy 1 shall be similarly sealed duly marking the inner envelopes as "COPY NO. 1". These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- iii. All envelopes shall be addressed to the UP BAC and shall bear or indicate:
 - 1. the name of the contract to be offered;
 - 2. the name and address of the bidder;
 - 3. the specific identification of this bidding process; and
 - 4. a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids.

- iv. If offers are not sealed and marked as required, the UP BAC will assume no responsibility for the misplacement or premature opening of the offer.

2. Submission and Opening of Eligibility, Technical and Financial Requirement

1. Deadline for Submission of Offers

The address for submission of offer is:

*SPMO, Ground Floor, Administration Building
UP Mindanao
Mintal, Davao City*

For online submission: bacgoods.upmin@up.edu.ph

The deadline for submission of Offer is on October 18, 2021 at 9:00 AM.

2. Modification and Withdrawal of Offers

- i. Bidders or Contractors may modify their offers after it has been submitted; provided that the modification is received by the UP BAC prior to the deadline prescribed for submission and receipt of offer. The Bidder or Contractor shall not be allowed to retrieve its original offer, but shall be allowed to submit another offer equally sealed, properly identified, linked to its original offer marked as "OFFER MODIFICATION" and received using the official receiving system. Offer modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder or Contractor unopened.
- ii. A Bidder or Contractor may, through a Letter of Withdrawal, withdraw its offer after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the UP BAC prior to the deadline prescribed for submission and receipt of offer.
- iii. Offers requested to be withdrawn shall be returned unopened to the Bidders. A Bidder or Contractor that withdraws its offer shall not be permitted to submit another offer, directly or indirectly, for the same contract.
- iv. No offer may be modified after the deadline for submission of offers. No offer may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of offer validity specified by the Bidder or Contractor in the Financial Offer Form.

3. Opening and Preliminary Examination of Offers

- i. During the opening of offers, only the authorized representative shall be allowed to "assist", if required by the BAC, in the opening of offers.
- ii. Letters of withdrawal shall be read out and recorded during offer opening, and the envelope containing the corresponding withdrawn offer shall be returned to the Bidders or Contractor unopened.
- iii. The UP BAC members shall sign the abstract of offers as read.

3. Evaluation and Comparison of Offers

1. Clarification of Offers

To assist in the evaluation, comparison, and post-qualification of the offers, the UP BAC may ask in writing any Bidder or Contractor for a clarification of its offer. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the UP BAC shall not be considered.

2. Detailed Evaluation and Comparison of Offers

The UP BAC will undertake the detailed evaluation and comparison of offers in order to determine the Best and Final Offer.

The simplified offer evaluation to determine the Best and Final Offer shall be conducted in accordance with this RFO and the procedure adopted in public bidding insofar as the latter does not conflict with the former.

For purposes of determination of the Best and Final Offer, the offer with the lowest price as calculated shall be evaluated first. If the same complies with all the mandatory requirements and conditions of the RFO, it shall be declared the Best and Final Offer. The same process shall be repeated for the next lower offer until the Best and Final Offer is declared.

If the UP BAC declares Best and Final Offer, said offer shall be recommended to the Head of the Procuring Entity for award of contract to the Bidder or Contractor at its submitted offer or its negotiated offer, whichever is lower.

3. Reservation Clause

Notwithstanding the declaration of Best and Final Offer, the UP BAC concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder or Contractor, or that there has been a change in the Bidder or Contractor's capability to undertake the project from the time it submitted its documents and/or Offer. Should such review uncover any misrepresentation made in the eligibility and procurement requirements, statements or documents, or any changes in the situation of the Bidder or Contractor which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the UP BAC shall consider the said Bidder or Contractor as ineligible and shall disqualify it from submitting an offer or from obtaining an award or contract.

In accordance with Section 41 of the revised IRR of R.A. 9184, UP reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding.

In addition, the UP BAC may likewise declare a failure of bidding when:

- i. No offers are received;
- ii. All offers that fail to comply with all the mandatory requirements ; or
- iii. The Bidder or Contractor with Best and Final Offer refuses, without justifiable cause to accept the award of contract, and no award is made.

4. Award of Contract

1. Contract Award

The Procuring Entity shall award the contract to the Bidder or Contractor whose offer has been determined to be the Best and Final Offer.

Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- i. Submission of the valid JVA, if applicable, within five (5) calendar days from receipt by the Bidder or Contractor of the notice from the UP BAC that the Bidder or Contractor has the Best and Final Offer; and
- ii. Signing of the contract.

At the time of contract award, the UP BAC shall not increase or decrease the quantity of goods originally specified in Section II. Schedule of Requirements.

2. Signing of the Contract

The Procuring Entity shall enter into contract with the successful Bidder or Contractor within ten (10) calendar day from issuance of Notice of Award.

The following documents shall form part of the contract:

- i. Request for Offer;
- ii. Winning Bidder or Contractor’s offer and all other documents/statements submitted prior the Shortlist;
- iii. Notice of Award of Contract; and
- iv. Other contract documents that may be required by existing laws and/or specified in the Instruction to Bidder or Contractor.

5. Performance Security

To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

The Procuring Entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that Bidders or Contractors may opt to use, denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier’s/Manager’s Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

<i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

Failure of the successful Bidder or Contractor to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award, in which event the Procuring Entity shall initiate and complete the evaluation of the remaining offers. The procedure shall be repeated until the Best and Final Offer is identified and selected for contract award.

6. Warranty Security

The Bidder or Contractor warrants that the goods, if any, supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

The Bidder or Contractor further warrants that all goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Bidder or Contractor that may develop under normal use of the supplied Bidder or Contractor in the conditions prevailing in the country of final destination.

In order to assure that manufacturing defects shall be corrected by the Bidder or Contractor, a warranty shall be required from the Supplier within thirty calendar days. The obligation for the warranty shall be covered by, at the Bidder or Contractor's option, either retention money in an amount equivalent to:

Contract Amount	Percentage of Warranty Security
Contracts amounting to Php1,000,000.00	One Percent (1%)
Contracts amounting to more than Php1,000,000.00 up to Php10,000,000.00	Three Percent (3%)
Contracts amounting to more than Php 10,000,000.00	Five Percent (5%)

The said amounts shall only be released after the lapse of the warranty period of **ONE (1) YEAR** provided, however, that the Supplies or Infrastructures delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

The Procuring Entity shall promptly notify the Bidder or Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Bidder or Contractor shall, within the thirty calendar days and with all reasonable speed, repair or replace the defective Goods or Infrastructure or parts thereof, without cost to the Procuring Entity.

If the Bidder or Contractor, having been notified, fails to remedy the defect(s) within the period specified above, the Procuring Entity may proceed to take such remedial

action as may be necessary, at the Bidder or Contractor's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Bidder or Contractor under the Contract and under the applicable law.

**SECTION II. Schedule of
Requirements**
AND SAMPLE SUBMISSION

Schedule of Requirements

Lot No.	Qty	Item/Description	Delivery period
1	1 lot	Desktop Computer with Accessories	45-90 calendar days
2	1 lot	Laptop Computers – 6 units Laptop Computer – 10 units with 3 units Printers	30 calendar days

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company	Signature Over Printed Name of Authorized Representative	Date
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SECTION III. TECHNICAL SPECIFICATIONS

Guidelines in Accomplishing the Technical Specifications Bid Form

- **Once an offer is made and submitted, you are bound by your offer. Please ensure that all the information submitted are true and correct, and if awarded the contract, you can actually deliver the subject of the bid within the period indicated**
- **Note that when the item uses "lot", it means you have to submit an offer for each and every item indicated in the bid documents. Failure to do so will DISQUALIFY your bid.**
- **Specify the brand and model offered. Indicate the specific portion in the brochure which responds to the specification offered for easy reference.**
- **It is best practice to attach BROCHURES for any reference or indicate WEB LINKS or any other source of information.**

SECTION IV. BIDDING FORMS

Annex A: Contract Agreement Form

Annex B: Omnibus Sworn Statement

Annex C: Statement of All Ongoing and Completed Government and Private
Contracts including Contracts Awarded but Not Yet Started Contracts
for the last two-years

Annex D: Joint Venture Agreement

Annex E: Standard Financial Offer Form

Annex F: Checklist of Bid Documents Comprising the Bid: Technical and Financial Components

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the "Entity") and *[name and address of Consultant]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of the Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Invitation to Bid;
 - (b) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (c) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (d) Eligibility requirements, documents and/or statements;
 - (e) Performance Security;
 - (f) Notice of Award of Contract and the Bidder's conforme thereto; and
 - (g) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Agreement in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works, the Contract Price or such other sum as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of PROCURING ENTITY

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]

OMNIBUS SWORN STATEMENT

[shall be submitted with the Bid] v06.10.20

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.
11. *[Name of Bidder]* hereby designates the following as its official contact details where notices and other communication may be sent:

Telephone No/s.: _____
Fax No/s.: _____
E-mail Address: _____
Mobile No.: _____

It is understood that notice/s transmitted to any of the above-stated contact details shall be deemed received as of the date of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents, Republic Act No. 9184 and other pertinent laws and issuances shall commence from the date of transmission thereof.

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*

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. 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 Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

Note:

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

Note: For sole proprietorship

SPECIAL POWER of ATTORNEY

I, (name), of legal age, Filipino, with address at (address) as the sole owner and proprietor of (name of sole proprietorship), in connection with my participation in the Public Bidding or Alternative Mode of Procurement pursuant to Republic Act No. 9184 (RA 9184) and its implementing rules and regulations, and other related laws and issuances, to be conducted by the University of the Philippines (UP) Procurement Office for (Name of Procuring Entity) for the Project (Name of Project) under Reference Number (Bidding Number) (the "Project"), have named, appointed and constituted, and by these presents name, appoint and constitute (name of agent/s/authorized person/s), of legal age, and with address at (address of agent/s/authorized person/s), as my true and lawful attorney, for me and in my name, place and stead to do and perform the following acts, to wit:

(Please modify or limit authority as needed)

- Sign, execute, and deliver any and all documents, including but not limited to forms, statements, undertakings, declarations and estimates necessary or relating to my participation in the Project;
- Receive any and all notices, communication and information pertaining to the Project'; and
- Execute and perform any and all acts necessary or appropriate to submit the bid and participate in the Project, and to sign and execute the ensuing contract for the Project.

HEREBY GRANTING AND GIVING unto my said attorney/s-in-fact full necessary power and authority to do and perform any and every act requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do or cause to be done if personally present and acting in person, hereby RATIFYING and CONFIRMING all that my said ATTORNEY/S-IN-FACT may also do or cause to be done under and by virtue of the said premises.

IN WITNESS WHEREOF, I have hereunto signed this instrument on this (day) of (month & year), at (place of execution).

(name of owner/single proprietor)
Principal

CONFORME:

(name agent/s/authorized person/s)
Attorney-in-Fact

Signed in the Presence of:

(name of witness) (name of witness)

SUBSCRIBED AND SWORN to before me this (date) at (place of execution), Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her (Type of government identification card issued) with his/her photograph and signature appearing thereon, with No. (ID Number).

WITNESS MY HAND and seal this (date).

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ (date, place issued)

IBP No. _____ (date, place issued)

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

Note:

Sec. 12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the affiant, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, Senior Citizen Card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, Seaman's Book, Alien Certificate of Registration/Immigrant Certificate of Registration, government office ID, Certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) Certification.

Note: For corporations, cooperatives or joint ventures

Republic of the Philippines }
 (place of execution) City } s.s.

SECRETARY'S CERTIFICATE

I, (name of Corporate Secretary), of legal age, Filipino, with business address at (business address of Corporate Secretary), after being duly sworn to in accordance with law hereby depose and state: That –

- I am the duly elected and appointed Corporate Secretary of (name of company), (the “Corporation”), a corporation duly organized and existing under and virtue of the laws of the Philippines, with principal place of business at (address of company) and SEC Registration No. (SEC Registration Number as stated in Certificate of Registration);
- On (date of meeting/adoption of resolution), at which a quorum was present, the following resolutions were duly passed and approved by the Corporation, to wit:

“RESOLVED, as it is hereby resolved, that (name of company) (the “Company”) be authorized to participate in the Public Bidding or Alternative Mode of Procurement pursuant to Republic Act No. 9184 (RA 9184) and its implementing rules and regulations, and other related laws and issuances, to be conducted by the University of the Philippines (UP) Procurement Office for (Name of Procuring Entity) for the Project (Name of Project) under Reference Number (Bidding Number) (the “Project”);

RESOLVED FURTHER, in connection with the Company’s participation in the public bidding or alternative mode of procurement for the Project, the person/s named herein shall be authorized to --

(Please modify or limit authority as needed)

- Sign, execute, and deliver any and all documents and amendments thereto, including but not limited to forms, statements, undertakings, declarations and estimates necessary or relating to the Company’s participation in the Project;
- Receive any and all notices, communication and information pertaining to the Project; and
- Execute and perform any and all acts necessary or appropriate to submit the bid and participate in the Project, and to sign and execute the ensuing contract for the Project.

as follows :

(modify as appropriate)

SOLE SIGNATURE:

(any one (1) of the following can sign alone)

<u>Name</u>	<u>Position</u>	<u>Specimen Signature</u>
(name)	(position)	_____
(name)	(position)	_____
(name)	(position)	_____

- These Resolutions have not been amended nor repealed and remains in full force and effect. Any modification, amendment or repeal shall only be binding upon actual receipt of an original copy of the modified, amended or new resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this (day) of (month & year) in (place of execution).

(name)
Corporate Secretary

SUBSCRIBED AND SWORN to before me this (date) at (place of execution), Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her (Type of government identification card issued) with his/her photograph and signature appearing thereon, with No. (ID Number).

WITNESS MY HAND and seal this (date).

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____ PTR No. _____ (date,
place issued)

IBP No. _____ (date, place issued)

Doc. No. _____;

Page No. _____;

Book No. _____; Series of

_____.

Note:

Sec. 12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the affiant, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, Senior Citizen Card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, Seaman's Book, Alien Certificate of Registration/Immigrant Certificate of Registration, government office ID, Certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) Certification.

Note : For Partnerships

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

PARTNERSHIP RESOLUTION of
(name of Partnership)

PARTNERS' RESOLUTION No. _____

This Resolution made in *(place)* among *(name)*, Filipino, of legal age, single/married, and a resident of *(address)*, *(name)*, Filipino, of legal age, single/married, and a resident of *(address)*, and *(name)*, Filipino, of legal age, single/married, and a resident of *(address)*, all partners of *(Name of Partnership)*, a *(type of partnership)* partnership formed under the laws of the Philippines (the "Partnership") with business address at *(address)*.

WITNESSETH: That --

During the regular meeting of the Partners of the Partnership held on *(date)* in *(place)*, the following resolutions were unanimously adopted in accordance with the procedures set forth in the governing instruments of the Partnership and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the governing instruments of the Partnership.

I. DESIGNATION OF AUTHORIZED REPRESENTATIVE

In connection with the Partnerships' participation in the Public Bidding or Alternative Mode of Procurement pursuant to Republic Act No. 9184 (RA 9184) and its implementing rules and regulations, and other related laws and issuances, to be conducted by the University of the Philippines (UP) Procurement Office for *(Name of Procuring Entity)* for the Project *(Name of Project)* under Reference Number *(Bidding Number)* (the "Project"), that (name), as the (type of Partner) Partner, be designated as the Partnerships' authorized representative, with authority to --

(Please modify or limit authority as needed)

- 1) Sign, execute, and deliver any and all documents, including but not limited to forms, statements, undertakings, declarations and estimates necessary or relating to my participation in the Project;
- 2) Receive any and all notices, communication and information pertaining to the Project; and
- 3) Execute and perform any and all acts necessary or appropriate to submit the bid and participate in the Project, and to sign and execute the ensuing contract for the Project.

II. OTHER MATTERS

These resolutions shall be communicated to the appropriate parties and shall remain in full force and effect and that any and all transactions be made by the said Managing Partner pursuant to the foregoing resolutions are valid and binding against the Partnership until an amending resolution shall have been passed by the Partners of this Partnership.

IN WITNESS WHEREOF, the parties hereto have signed this resolution this (date) at (place).

<u>Partner's Name</u>	<u>Signature</u>
1.	_____
2.	_____
3.	_____
4.	_____

SUBSCRIBED AND SWORN to before me this (date) at (place of execution), Philippines. Affiants are personally known to me and were identified by me through competent evidence of identity as defined in in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiants exhibited to me their (Type of government identification card issued) with his/her photograph and signature appearing thereon.

WITNESS MY HAND and seal this (date).

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ (date, place issued)
IBP No. _____ (date, place issued)

Doc. No. _____ ;
Page No. _____ ;
Book No. _____ ;
Series of _____.

Note:

Sec. 12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the affiant, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, Senior Citizen Card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, Seaman's Book, Alien Certificate of Registration/Immigrant Certificate of Registration, government office ID, Certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) Certification.

Statement of All Ongoing and Completed Government and Private Contracts including Contracts Awarded But Not Yet Started Contracts for the last two-years

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

Date of Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contract	Consultant is: a. main consultant b. subcontractor c. partner in a JV

Name and Signature of
Authorized Representative

Date

***Instructions:**

- a) State all ongoing and completed contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- b) "Value of Outstanding Contract". Indicate here the Value of the Contract that has not yet been accepted and paid by the End-user.
- c) "Consultant is: ...". Indicate here whether the bidder is a main consultant, subcontractor or a partner in a Joint Venture

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this _____ day of _____ 201_ at _____ City, Philippines by and among:

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";
- and -

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";
- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, hereinafter referred to as "_____";

Henceforth collectively referred to as the "**Parties**"

WITNESSETH: That

WHEREAS, the UP has recently published Request for Offer for the Supply and Delivery of _____ for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the "_____ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of UP;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is "_____";

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at _____;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the UP and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to UP, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination.

**ARTICLE II
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the procurement to be conducted by the UP Bids and Awards Committee for the supply and delivery of _____ for the _____ .

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to UP, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the UP, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	____.00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, ____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Request for Offer, Bid Bulletin/s, and other related documents issued by the UP in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City/Municipality of ____ (indicate also the Province in the case of Municipality ____, this _____ day of __ (month & year) _____ personally appeared the following:

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

(Notary Public)

Doc. No. ;
Page No. ;
Book No. ;
Series of 20__.

Note:

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

Financial Offer Form

Date: _____
ITB.: _____

To: **The Chair**
Bids and Awards Committee for Goods
University of the Philippines Mindanao
Mintal, Davao City

Gentlemen and/or Ladies:

Having examined the Invitation to Bid including Bid Bulletins and other documents, the receipt of which is hereby duly acknowledged, we offer Supply of Computers for the Nicer Project in conformity with the said Invitation to Bid for the sums stated hereunder:

Lot No.	Qty	Item/Description	Total Amount

Note: Please indicate the price for each item indicated in the technical specification, scope of work or terms of reference. If a discount is offered, indicate the discount and clearly state that the bid offered is the final bid less the discount.

TOTAL PRICE IN WORDS:

Lot 1: _____
Lot 2: _____

We undertake, if our Offer is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements and to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

Until a formal Contract is prepared and executed, this Offer, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

[date]

[name]
[capacity]
[company name]
[company address]

Annex F**CHECKLIST OF BID DOCUMENTS COMPRISING THE BID:
TECHNICAL AND FINANCIAL COMPONENTS**

Bid No. :	Bidder's Name:
Name of Project: Supply of Computers for the Nicer Project	_____
Date submitted:	
Time submitted:	
FIRST ENVELOPE : ELIGIBILITY AND TECHNICAL DOCUMENTS	
1 Authority of Signatory	
PhilGEPS Certificate of Registration and Membership; or	
2. Business Registration (DTI/SEC/ Cooperatives etc.)	
3. 2021 Mayor's/Business Permit or its Equivalent Document	
4. Valid Tax Clearance Certificate	
5 Statement of all ongoing and completed government and private contracts for the last two (2) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.	
6 2020 Audited financial statement stamped "received" by the BIR or its authorized institutions	
7 NFCC Computation	
8 Joint Venture Agreement or Notarized Statement from all the potential partners (if applicable)	
CONFORMITY WITH TECHNICAL SPECIFICATIONS	
1 Conformity with Schedule of Requirements as stated in Section II	
2 Conformity with Technical Specifications (write down detailed offered specifications)	
9 Omnibus Sworn Statement	
SECOND ENVELOPE : FINANCIAL DOCUMENTS	
1 Duly signed Financial Bid Form (Annex E)	

