



UNIVERSITY OF THE PHILIPPINES
OPEN UNIVERSITY

Invitation for Negotiated Procurement

Supply and delivery of Audio and Visual Equipment

In view of two (2) failed biddings, the UP Open University invites interested bidder to participate in the Negotiated Procurement for Supply and delivery of Audio and Visual Equipment (NP-TFB No.: 21-12-005) with an Approved Budget for the Contract (ABC) of Seven Hundred Sixty-Five Thousand Pesos (Php 765,000.00) in accordance with Section 53.1 (Two Failed Bidding) as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA 9184), otherwise known as the “Government Procurement Reform Act”.

Bids must be duly received by the BAC Secretariat through: (i) manual submission at the office address indicated below; or (ii) online or electronic submission as indicated below **on or before 6 January 2022, 12:00 NN.** Late bids shall not be accepted.

All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.1.

Bid opening shall be on **6 January 2022, 2:15 PM** at the given address below and/or via video conferencing or any other means. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

The UPOU 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

MS. ELVY A. PAMULAKLAKIN

Head, Bids and Awards Committee (BAC) Secretariat

UPOU Headquarters, Los Baños, Laguna

Telephone No.: (049) 536-6001-06 local 210-211

Telefax No.: (049) 536-5991

Email: bac@upou.edu.ph

You may visit the following websites:

For downloading of Bidding Documents: <https://www.upou.edu.ph/bids-and-awards-committee/>

For online bid submission: <https://forms.gle/iCzFHtUDctht6deF9>

23 December 2021

(SGD) **Dr. PRIMO G. GARCIA**
Chair
Bids and Awards Committee

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Supply and delivery such as digital camera tripod/stabilizer, drone camera, and boom microphones. b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>No additional requirement.</i>
12	The price of the Goods shall be quoted DDP at UP Open University Headquarters, or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than ₱15,300.00 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱38,250.00 [(5%) of ABC] if bid security is in Surety Bond.
19.3	<i>No additional requirement.</i>
20.2	(a) Current year's Mayor's Permit (b) UP System Questionnaire (c) Other appropriate valid licenses and permits required by law, if applicable
21.2	<i>No additional requirement.</i>

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p style="padding-left: 40px;">a. The delivery terms applicable to this Contract are delivered to UPOU Headquarters, Los Baños, Laguna. Risk and title will pass from the Supplier to the UPOU upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the items shall be made by the Supplier in accordance with the terms specified in Section VI. (Schedule of Requirements).</p> <p>For the purposes of this Clause, the UPOU’s Representatives is <u>Dir. Luisa A. Gelisan</u></p> <p>Incidental Services</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p style="padding-left: 40px;">b. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p style="padding-left: 40px;">c. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p style="padding-left: 40px;">d. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p style="padding-left: 40px;">e. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p style="padding-left: 40px;">f. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Spare Parts –</p> <p>The Supplier is required to provide the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the UPOU of the pending termination, in sufficient time to permit the UPOU to procure needed requirements; and ii. following such termination, furnishing at no cost to the UPOU, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.</p> <p>Spare parts and components shall be supplied as promptly as possible, but in any case, within one week or seven (7) days after placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging as required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.</p> <p>Insurance –</p> <p>The items supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The items remain at the risk and title of the Supplier until their final acceptance by the UPOU.</p>

	<p>Transportation</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>UPOU accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights – The Supplier shall indemnify the UPOU against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>No additional instruction.</i>
4	The inspections and tests that will be conducted are functional and compatibility testing, and inspection of the completeness of the technical requirements in Section VI.

Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivery Period. days upon receipt of Notice to Proceed and Purchase Order
	<i>Supply and delivery of Audio and Visual Equipment</i>			
1	Digital camera kit with compatible tripod/stabilizer	3 units		90
2	Drone Camera and accessories	1 set		90
3	Boom Microphones	3 sets		90

Technical Specifications

Item	Specification	Statement of Compliance
1	<p>Digital camera kit with compatible tripod/stabilizer for 3 units – P120,000.00</p> <p>Digital Camera</p> <ul style="list-style-type: none"> • Touchscreen Operation • 180° Tilting LCD & Portrait Enhancer for Selfie • Macro Photography • Wireless Communication • 24M APS-C Sensor • 4K Burst Shooting <p>Tripod/Stabilizer specifications</p> <ul style="list-style-type: none"> ○ compatible with the mirrorless camera ○ with integrated slider and trigger button ○ supports two-way charging ○ Tilt Mechanical Range: at least 240 ° ○ Roll Mechanical Range: at least 240 ° ○ Pan Range: at least 300 <p>Warranty: Minimum of 1 Year</p>	
2	<p>Drone Camera and Accessories for 1 set – P150,000.00</p> <p>595 g 1" CMOS Sensor 20MP Photo 5.4K/30fps Video 31-Mins Flight Time at least 12km 1080p Transmission * Forward + Backward + Upward + Downward Sensors **</p> <p>Includes the following:</p> <p>1x Aircraft 1x Controller 1x USB Charger 1x Intelligent Flight Battery 1x Battery Charger 1x AC power cable 6x pairs Low-Noise Propellers 1x Gimbal Protector 1x Type C Cable 1x pair Spare Control Sticks 1x ND Filters Set 1x Battery Charging Hub 1x Battery to Powerbank Adaptor 1x Bag/case 1x Micro SD Card 128GB (compatible with the camera drone) Warranty: Minimum of 1 year on parts and services</p>	

3	<p>Boom Microphones for 3 sets – P495,000.00</p> <p>Design for pistol grip or boompole use</p> <p>Shotgun Microphone</p> <ul style="list-style-type: none"> • Frequency response: 40 Hz – 20,000 Hz • Capsule directionality: supercardioid • Sensitivity: 18 mV/Pa (-35 dBV/Pa) • Self-noise: 13 dBA • EQs filters: <ul style="list-style-type: none"> High shelf filter: +5 dB @ 10 kHz Low cut filter: 80 Hz – 18 dB/oct Proximity filter: 300 Hz – 6 dB/oct <p>Modular windshield Kit (suitable for the offered shotgun microphone) includes:</p> <p>Modular Windshield Modular Suspension / Shock Mount + Lyre Technology Modular Windjammer Connbox Boompole Adaptor XLR Holder Pistol Grip Brush for Fur Maintenance Hex Head Key</p> <p>Boompole 3.3m or 12 ft, with bag Aluminum Boompole with Internal Coiled XLR Cable</p> <p>Additional accessories: Hard Case / Bag Warranty: Minimum of 2 years</p>	
4	<p>Authorized Distributorship/Reseller and Local Service Center:</p> <p>a) The bidder must submit an authorized distributor and/or reseller certificate from the manufacturer for the equipment to be supplied.</p> <p>b) The bidder must submit a brand-owner issued statement of its authorized local service center(s) with accompanying business address(es).</p>	
5	<p>Additional Requirements:</p> <p>a) Signed statement for “on call” after sales support, during office hours within the warranty period.</p> <p>b) Signed statement for demonstration and/or local training of the delivered items for its proper use.</p> <p>c) Brochures showing specifications and photo of the product being offered.</p>	

Notes:

- *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.*

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (**all pages**);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (UPOU BAC FORM No. 1);
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (UPOU BAC FORM No. 2). The SLCC should be at least 50% of the ABC of the project;
 - At least 2 similar contracts aggregate amount at least equivalent to required percentage;
 - Largest of the similar contracts amount to at least 50% of the required percentage;
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration (UPOU BAC FORM No. 3);
- ☐ (h) Conformity with the Technical Specifications, (UPOU BAC FORM No. 4) which should include the ff:
 - a) **Authorized distributor and/or reseller certificate** from the manufacturer for the equipment to be supplied.
 - b) Brand-owner issued statement of its **authorized local service center(s)** with accompanying business address(es).

- c) Signed statement for **“on call” after sales support**, during office hours within the warranty period.
 - d) Signed statement for **demonstration and/or local training** of the delivered items for its proper use.
 - e) Brochures showing specifications and photo of the product being offered.
 - f) Production/delivery schedule
 - g) Manpower requirements, and/or
 - h) After-sales/parts, if applicable.
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS) (UPOU BAC FORM No. 5);
and if applicable, Original Notarized Secretary’s Certificate (UPOU BAC FORM No. 6) in case of a corporation, partnership, or cooperative; **or** Original Special Power of Attorney (UPOU BAC FORM No. 7) of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission. For Audited Financial Statement submitted online, an online receipt would suffice;
- ☐ (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) (UPOU BAC FORM No. 8);
or
 A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- ☐ (l) A duly signed joint venture agreement (JVA) in case the joint venture is already in existence. (UPOU BAC FORM No. 9) **or**
 If no joint venture agreement is in existence, submit a signed statement in a separate sheet of paper stating that JVA is **NOT APPLICABLE**.
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.

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (m) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form (UPOU BAC FORM No. 10);
- ☐ (b) Original of duly signed and accomplished Price Schedule(s) (UPOU BAC FORM No. 11a and/or 11b);.

Notes:

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
 - b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.
- This checklist is only a guide to the prospective bidder/s. Each prospective bidder shall take the responsibility to ensure the completeness of its submission after taking the steps to carefully examine all of the Bidding Documents and its amendments.
 - All photocopied documents should be marked “certified true copy of the original” with corresponding signature of authorized representative or official of the prospective bidder/s.
 - Bidders should follow the sequence of items in the checklist of documents for submission and to use tabs to facilitate the inspection process.
 - eSignature of authorized representative can be used for signing bid documents submitted online.
 - For online submission of bids, use different passwords for the technical and financial documents.

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____
 Business Address : _____

Name of Contract	Date of Contract	Contract Duration	Owner’s Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>							
<u>Private</u>							

Note: This statement shall be supported with any of the following:
 1. End user’s acceptance or official receipt(s) issued for the contract, if completed; or
 2. Notice of Award and/or Contract

Submitted by : _____
 (Printed Name & Signature)

Designation : _____
 Date : _____

STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

Business Name : _____

Business Address : _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with any of the following:

1. End user's acceptance or official receipt(s) issued for the contract, if completed; or
2. Notice of Award and/or Contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

Bid Securing Declaration Form

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

BID SECURING DECLARATION **Project Identification: NP-TFB No.: 21-12-005**

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

I/We, 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 procurement 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 RA No. 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; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[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]

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree; *[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding for **"Supply and delivery of Audio and Visual Equipment", Project Identification NP-TFB No.: 21-12-005** by the **UP Open University** and that if awarded the project shall enter into a contract with the **UP Open University**; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____ with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Affiant

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 20____, personally appeared:

<u>NAME</u>	<u>Government Issued ID NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

NET FINANCIAL CONTRACTING CAPACITY

The computation of a prospective bidder's Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid, calculated as follows:

	Year 20__
Current Assets	
Minus: Current Liabilities	
Sub Total	
Multiplied by value of K	
Sub Total	
Minus: Value of outstanding services under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid	
NFCC	

NFCC = [(current asset minus current liabilities) (15)] minus 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.

NFCC = PhP _____

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.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

JOINT VENTURE AGREEMENT

UPOU BAC Form No. 9

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between _____, of legal age, _____ owner/proprietor of _____ (civil status) and a resident of _____.

- and -

_____, of legal age, _____, owner/proprietor of _____ (civil status) _____ a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the UP Open University.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is 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 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 Project until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

FINANCIAL BID FORM

Date : _____
Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the *Supply and Delivery of Audio and Visual equipment* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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:

Name and address of agent	Amount and 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.

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 PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Digital camera kit with compatible tripod/stabilizer		3 units					
2	Drone Camera and accessories		1 set					
3	Boom Microphones		3 sets					

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Digital camera kit with compatible tripod/stabilizer		3 units						
2	Drone Camera and accessories		1 set						
3	Boom Microphones		3 sets						

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Sealing and Marking of Bids:

Option 1: Submission of hard copies to the BAC Secretariat Address:

PROCEDURE:

1. The Technical Components (TC) of the Bid should be enclosed in envelope and must be labelled, sealed and signed as follows:

SUPPLY AND DELIVERY OF AUDIO AND VISUAL EQUIPMENT – TECHNICAL COMPONENT

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. NP-TFB 21-12-005
“DO NOT OPEN BEFORE 6 January 2022, 2:15 PM”

2. The Financial Components (FC) of the Bid should be enclosed in another envelope and must be sealed and signed;

SUPPLY AND DELIVERY OF AUDIO AND VISUAL EQUIPMENT – FINANCIAL COMPONENT

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. NP-TFB 21-12-005
“DO NOT OPEN BEFORE 6 January 2022, 2:15 PM”

3. The TC and FC envelopes should be enclosed in one mother envelope and must be labelled, sealed and signed as follows:

SUPPLY AND DELIVERY OF AUDIO AND VISUAL EQUIPMENT

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. NP-TFB 21-12-005
“DO NOT OPEN BEFORE 6 January 2022, 2:15 PM”

Option 2: Online Submission using this link: <https://forms.gle/iCzFHtUDctht6deF9>

PROCEDURE:

1. All bid documents should be in archive compression and password-protected portable document format (PDF). Bidders should not disclose their password to anyone except during the actual Opening of Bids. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

Filename of the archive compression and password-protected portable document format (PDF) should strictly follow the following format:

a. ***For Technical Component:***

Bidder's name Technical Component NP-TFB 21-12-005

(e.g. ABCD Company Technical Component NP-TFB 21-12-005)

b. ***For Financial Component:***

Bidder's name Financial Component NP-TFB 21-12-005

(e.g. ABCD Company Financial Component NP-TFB 21-12-005)

2. Submit the compressed password-protected bids in the assigned online submission site provided for by the UPOU Bids and Awards Committee on or before the set deadline. You will receive a notification of the receipt of your submission.
3. During the Opening of Bids which will be conducted at UP Open University Headquarters and via videoconferencing or any approved means, **each bidder – upon instruction of the BAC -- will disclose their password which in turn will be used by BAC to access the former's bid as submitted on the set deadline and the bids will be read and evaluated for their completeness.**
4. Failure to follow the required specifications of the electronic documents will automatically disqualify the bidder.