

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between **DEPARTMENT OF ENERGY** of the Philippines (hereinafter called "the Entity") of the one part and **MERATEC ENTERPRISES of Makati City, Philippines**, (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, particularly **Supply and Delivery of High Performance and Highly Efficient Laptops for the AFETD Locally Funded Project** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Nine Hundred Eighty-One Thousand Pesos Only (Php 981,000.00)** (hereinafter called "the Contract Price").


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 referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - a) Schedule of Requirements;
 - b) Technical Specifications;
 - c) General and Special Conditions of Contract; and
 - d) Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **Nine Hundred Eighty-One Thousand Pesos (Php 981,000.00)** or such other sums as may be ascertained, **MERATEC ENTERPRISES** agrees to **Supply and Deliver High Performance and Highly Efficient Laptops** in accordance with his/her/its Bid.

4. The *DEPARTMENT OF ENERGY* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.


IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.



PATRICK T. AQUINO, CESO III
Director IV, EUMB


MARY GRADE P. SAAVEDRA
General Manager

for:
DEPARTMENT OF ENERGY

for:
MERATEC ENTERPRISES


AGUSTUS CESAR A. NAVARRO
DOE Chief Accountant
Witness for DOE


RHEA BAYONA
Account Manager
Witness for Supplier

Acknowledgment

Before me, a Notary Public for and in the City of MAKATI CITY, Metro Manila, on this APR 13 2022 day of _____ 2022, personally appeared:

	Number	Place of Issue	Date of Issue
PATRICK T. AQUINO <i>Department of Energy</i>	S0008644A	DFA Manila	16 Nov 2017
MARY GRACE P. SAAVEDRA <i>Meratec Enterprises</i>	UNID: 0037-863500-7		

Both known to me and to me known to be the same persons who executed the foregoing **Supply and Delivery of High Performance and Highly Efficient Laptops for the AFETD Locally Funded Project**, and they acknowledged to me that the same is their free act and deed and that of the agency and the corporation which they respectively represent. This agreement consisting of three (3) pages, including the page upon which this Acknowledgment is written, has been signed by the Parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written

APR 13 2022

Doc No. 278
Page No. 57
Book No. 269
Series of 2022

ATTY. GEORGE DAVID D. SITON
NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. M-04 - UNTIL DEC. 31, 2023
ROLL NO. 64402 / MCLE COMPLIANCE NO. VII-0010136/2-15-2022
IBP O.R No. 092282-LIFETIME MEMBER MAY 5, 2017
PTR No. 8852001-10/2 08, 2022-MAKATI CITY
EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JUPITER ST., MAKATI CITY

Section VI. Schedule of Requirements

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

Item	Description	Quantity	
1	Supply and Delivery of High Performance and Highly Efficient Laptops for The AFETD Locally Funded Project	Nine (9) units	Ninety (90) calendar days upon receipt of Notice to Proceed

Section VII. Technical Specifications/ Terms of Reference

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.

Technical Specifications/ Terms of Reference		Bidders Compliance
Supply and Delivery of High Performance and Highly Efficient Laptops for The AFETD Locally Funded Project		
ABC = Php 990,000.00		
Quantity = Nine (9) units Laptop Computer with accessories		
Processor	M1 Processor; 8-core CPU with 4 performance cores and 4 efficiency cores	
Graphics Processor	8 core GPU	
Display Monitor	Minimum of 13", LED-backlit display; 400 nits brightness	
Memory	16GB unified memory	
Storage	512 GB SSD storage	
Wireless Connectivity	Integrated 802.11ac/ax: IEEE 802.11a/b/g/n/ac compatible Bluetooth	
Camera	720p HD Camera	
Audio and Mic	Stereo Speakers and Digital/Array Microphone	
Local Area Connection Port	10/100/1000/Gigabits Ethernet Port or 10/100/1000/Gigabits USB integrated USB Ethernet as long as the supplier will provide USB Ethernet dongle for each unit	
Ports	Minimum Side I/O Ports: USB 4.0, Headphone & Microphone Audio Jack	
Keyboard	Backlit Keyboard	
Warranty	At least one (1) year warranty on parts and on-site services	
Bundle Accessories per unit	- Bluetooth Mouse; multi-touch - In-ear headphones with mic (frequency response 20-20kHz or better; Sensitivity: 91.7dB SPL or better) - Charging cable with adapter - Laptop Sleeve	

Other Terms of Reference

1. Bids offered should for all the quantity specified in the schedule of requirements. Multiple brand offer is not allowed.
2. Price quoted should be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties. Should the equipment be rendered obsolete or phased out by the manufacturer, the upgraded or new version shall be delivered at no added cost to DOE.
3. Equipment warranty must be at least one (1) year on parts and services. Supplier should warrant that all components' parts are new, not cloned/imitation, no defects, tested and in accordance with the specifications with retention money of 5% of Total Contract Price (TCP) as warranty fee and will be released after the lapse of warranty period (GPPB Resolution No. 30-2017).
4. The units shall be operationally tested before acceptance.
5. Delivery Terms: Ninety (90) calendar days upon receipt of Notice to Proceed (NTP).
6. Total bid Price is inclusive of all cost duties and taxes

Section IV. General Conditions of Contract

1. **Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

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>"The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS."</p> <p>"The delivery terms applicable to this Contract are Department of Energy, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is: Dir. Patrick T. Aquino, CESO III - EUMB</p> <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>[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."</p> <p>[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].</p>

Packaging

The Supplier shall provide such packaging of the Goods as is 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 Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

Transportation

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.

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.

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.

The Procuring Entity 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.

	Intellectual Property Rights –
C	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	<p>The terms of payment shall be as follows:</p> <p>100% of the contract cost will be paid upon complete delivery and issuance of end-user's acceptance certificate and submission of complete documents. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing, and accounting procedures.</p> <p>A 5% of the total contract price shall be deducted as a retention money for warranty which shall be refund upon the expiration of the warranty period.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	The warranty period is as stated in the TOR



Republic of the Philippines
DEPARTMENT OF ENERGY
(Kagawaran ng Enerhiya)

BIDS AND AWARDS COMMITTEE

Bid Bulletin No. 1 for 1st Public Bidding CY2022

A. Supply and Delivery of High Performance and Highly Efficient Laptops for the AFETD Locally Funded Project

1. Minimum Technical Specifications:

Bundle Accessories per unit. Accessory that is not brand specific with the offered laptop is acceptable as long as it is compatible with the laptops	<ul style="list-style-type: none">- Bluetooth Mouse; multi-touch- In-ear headphones with mic (frequency response 20-20kHz or better; Sensitivity: 91.7dB SPL or better)- Charging cable with adapter- Laptop Sleeve
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2. Warranty

The on-site service under the warranty is not required.

B. Supply and Delivery of Various Promotional Materials: Notebooks with Calculator, 4-in-1 OTG, Multi-function Stylus Pens (5-in-1), 4-in-1 Pen/Spray/CP Stand/Screen Cleaner, Multi-functional Gadget Pouch/Travel Bags, and Flash Drives for Alternative Fuels Technology Division

1. Minimum Technical Specifications:

a. Packaging/ Material Requirements

1. Eco friendly notebook with calculator
 - Notebook color: brown (eco-color)
 - DOE Logo embossed on the notebook cover and Alternative Fuels marking on the back cover
 - Packaging: Customized box with DOE Logo on the front cover
 - Ballpen ink color: black color
 - Color of ballpen (casing): assorted
 - Color and size of the sticky notes: color yellow for 3.5" x 2" sticky notes and assorted color for the index tab sticky notes 0.6" x 2"
2. 4-in-1 OTG USB
 - Packaging: Customized box with digital print marking on the front box cover indicating the DOE Logo and "Alternative Fuels"
3. Multi-function Stylus Pen (5-in-1)
 - Packaging: Customized box with digital print marking on the front box cover indicating the DOE Logo and "Alternative Fuels"

Bid Form

Date: February 17, 2022
Invitation to Bid No: 8379906

To: **DEPARTMENT OF ENERGY**
3F DOE Main Bldg., Energy Center,
Rizal Drive, Bonifacio Global City, Taguig City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers (), the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver, **Supply and Delivery of High Performance and Highly Efficient Laptops for the AFETD under Locally Funded Project** in conformity with the said Bidding Documents for the sum of ***Nine Hundred Ninety Thousand Pesos Only (Php 990,000.00) VAT Inclusive*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **the PBDs** and it shall remain binding upon us at any time before the expiration of that period.

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

Name and Address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>"NONE"</u>	<u>"NONE"</u>	<u>"NONE"</u>

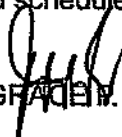
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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 **MERATEC ENTERPRISES**.

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.


MARY GRACE M. SAAVEDRA, General Manager, MERATEC

[in the capacity of]

Duly authorized to sign Bid for and on behalf of **MERATEC ENTERPRISES**.

February 17, 2022


For Goods Offered from Within the Philippines

Name of Bidder: **MERATEC ENTERPRISES**

ITB No. 8379906

Page 1 of 1

1 Item	2 Description	3 Country of Origin	4 Quantity	5 Unit price EXW per item	6 Transportation and all other costs incidental to delivery, per item	7 Sales and other taxes payable if Contract is awarded, per item	8 Cost of Incidental Services, if applicable, per item	9 Total Price, per unit (col 5+6+7 +8)	10 Total price delivered Final Destination (col 9) x (col 4)
	Supply and Delivery of High Performance and Highly Efficient Laptop for the AFETD Locally Funded Project								
1	Supply and Delivery of High Performance and Highly Efficient Laptop for the AFETD Locally Funded Project	Philippines	9 units	Php 109,000.00	0	Php 981,000.00	Php 981,000.00	Vat Inc.	Php 981,000.00

Submitted by:

MARY GRACE P. SAAVEDRA
 General Manager
 MERATEC

List of Eligibility Documents

of
MERATEC ENTERPRISES
 6264 CALLE ESTACION,
 Makati City, Metro Manila, NCR, Philippines

<p>DTI Certificate</p>	<p>DTI Certificate Number : ZYLS163612475798 Issued By / Signatory : RAMON LOPEZ Registration Date : 08-Jul-2016 Expiration Date : 09-Jul-2026</p>
<p>Mayors Permit</p>	<p>Expiration Date : 31-Dec-2021 Permit Number : 00678 Place of Issue : MAKATI Issued By / Signatory : MAR-LEN ABIGAIL S. BINAY Issuance Date : 14-Jan-2021</p>
<p>Tax Clearance</p>	<p>Expiration Date : 07-Jun-2022 TCC Number : 08A-048-06-07-R0458-2021-M Issued By / Signatory : ANNE M. REYES Issuance date : 07-Jun-2021</p>
<p>Audited Financial Statement</p>	<p>Date of Filing : 15-Apr-2021 Current Asset : 8,971,915.00 Total Asset : 9,945,840.00 Current Liabilities : 567,818.00 Total Liabilities : 1,380,343.00 Name of Auditor : VIRGINIA D. BESA BIR RDO Code : 048</p>
<p>PCAB License</p>	<p>Expiration Date : - Issued By / Signatory : Issuance Date : - License Number : License First Issue Date : - Principal Classification : Category :</p>


Technical Specifications

TECHNICAL SPECIFICATIONS COMPLIANCE MATRIX

Supply and Delivery of High Performance and Highly Efficient Laptop for the AFETD Locally Funded Project

Number of Units	Specification	Statement of Compliance
9 units	Supply and Delivery of High Performance and Highly Efficient Laptop for the AFETD Locally Funded Project	
	Specifications:	
	<ul style="list-style-type: none"> - M1 Processor; 8-core CPU with 4 performance cores and 4 efficiency cores 	"COMPLY"
	<ul style="list-style-type: none"> - 8 core GPU 	"COMPLY"
	<ul style="list-style-type: none"> - Minimum of 13", LED-backlit display, 400 nits brightness 	"COMPLY"
	<ul style="list-style-type: none"> - 16GB unified memory 	"COMPLY"
	<ul style="list-style-type: none"> - 512GB SSD storage 	"COMPLY"
	<ul style="list-style-type: none"> - Integrated 802.11ac/ax: 	"COMPLY"
	<ul style="list-style-type: none"> - IEEE 802.11a/b/g/n/ac compatible 	"COMPLY"
	<ul style="list-style-type: none"> - Bluetooth 	"COMPLY"
	<ul style="list-style-type: none"> - 720p HD camera 	"COMPLY"
	<ul style="list-style-type: none"> - Stereo Speakers and Digital/Array Microphone 	"COMPLY"
	<ul style="list-style-type: none"> - 10/100/1000/ Gigabit Ethernet Port or 10/100/1000/Gigabit USB integrated USB Ethernet as long as the supplier will provide USB Ethernet dongle for each unit 	"COMPLY"
	<ul style="list-style-type: none"> - Minimum Side I/O Ports: USB 4.0, Headphone & Microphone Audio Jack 	"COMPLY"
<ul style="list-style-type: none"> - Backlit Keyboard 	"COMPLY"	
<ul style="list-style-type: none"> - At least one (1) year warranty on parts and on-site services 	"COMPLY"	
<ul style="list-style-type: none"> - Bluetooth Mouse; multi-touch 	"COMPLY"	
<ul style="list-style-type: none"> - In-ear headphones with mic (frequency response 20-20Khz or better, Sensitivity: 91.7dB SPL or better) 	"COMPLY"	
<ul style="list-style-type: none"> - Charging cable with adapter 	"COMPLY"	
<ul style="list-style-type: none"> - Laptop Sleeve 	"COMPLY"	

Submitted by:



MARTI GRACE P. SAAVEDRA
General Manager
MERATEC

Section VI. Schedule of Requirements

The goods and services, I.T. equipment, software, and training, including customization and installation subject of procurement, as herein specified shall be delivered to **Department of Energy** within **Ninety (90) Calendar days** from receipt of the Notice to Proceed.

Item Number	Description	Quantity	Total	Delivered Weeks/Months
1	Supply and Delivery of High Performance and Highly Efficient Laptop for the AFETD Locally Funded Project Supply and Delivery of High Performance and Highly Efficient Laptop for the AFETD Locally Funded Project	9 units	PHP 981,000.00	Ninety (90) calendar days upon receipt of Notice to Proceed

Submitted by:


MARY GRACE P. SAAVEDRA
General Manager
MERATEC

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES
CITY/MUNICIPALITY OF MAKATI

AFFIDAVIT

I, **Mary Grace P. Saavedra**, of legal age, single, Filipino and residing **988 J.P. Rizal St., Poblacion, Makati City** after having been duly sworn in accordance with law, do hereby depose and state that:

I am the sole proprietor of **MERATEC ENTERPRISES** with office address at **UG-38 Cityland Pasong Tamo, Calle Estacion, Pio Del Pilar, Makati City**.

As the owner and the sole proprietor of **MERATEC ENTERPRISES**, 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 the contract for **Supply and Delivery of High Performance and Highly Efficient Laptops for the AFETD Locally Funded Project** of the **Department of Energy**.

MERATEC ENTERPRISES 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;

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;

MERATEC ENTERPRISES is authorizing the Head of Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

I am not related to the Head of 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;

MERATEC ENTERPRISES, complies with existing labor laws and standards; and

MERATEC ENTERPRISES 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 **Supply and Delivery of High Performance and Highly Efficient Laptops for the AFETD Locally Funded Project** of the **Department of Energy**.

MERATEC ENTERPRISES did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

In 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.

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

PERFORMANCE SECURING DECLARATION

PR No. : 05-0151-2022-EP-0016
To : Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City, Taguig

I, Mary Grace P. Saavedra, the undersigned, declare that:

1. I understand that, according to your conditions, to guarantee the faithful performance by the supplier of its obligations under the Contract, I shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I accept that: I will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I have violated my obligations under the Contract;
3. I understand that this Performance Securing Declaration shall cease to be valid upon:
 - (a) Issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - (b) Replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I have hereunto set my hand this **APR 13 2022** day of **2022** at Makati City.

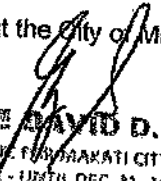

Mary Grace P. Saavedra
General Manager
Affiant

SUBSCRIBED AND SWORN to before me this **APR 13 2022** day of **2022** at Makati City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me her UMID, with here photograph and signature appearing thereon, with CRN 0038-8635050-7 issued at Makati City.

APR 13 2022
Witness my hand and set this day of

2022 at the City of Makati.

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Book No. **269**
Series 2022


ATTY. GEORGE DAVID D. SITON
NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. 11-06 - UNTIL DEC. 31, 2023
ROLL NO. 65402 / MCLE COMPLIANCE NO. VN-0010136/2-15-2022
IBP O.R. NO. 002782-LIFETIME MEMBER MAY 5, 2017
PTR No. 5852006 - JAN 08, 2022 - MAKATI CITY
EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JURITER ST., MAKATI CITY



Republic of the Philippines
DEPARTMENT OF ENERGY
(Kagawaran ng Enerhiya)

2022-03-044-NOA037 **APR 01 2022**

NOTICE OF AWARD (NOA)

MERATEC ENTERPRISES
UG-38 Cityland Pasong Tamo Condominium
Pio del Pilar, Makati City

Attn : **Ms. MARY GRACE P. SAAVEDRA**
Proprietress

Dear Ms. Saavedra:


This is to inform you that upon the recommendation of the Bids and Awards Committee (BAC), we hereby award to **Meratec Enterprises** the contract for the Procurement of the Supply and Delivery of High Performance and Highly Efficient Laptops for the AFETD Locally Funded Projects in the total amount of **Nine Hundred Eighty-One Thousand Pesos Only (Php981,000.00)**.

You are required to post the required Performance Security in the form prescribed under Section 39 of the 2016 Implementing Rules and Regulations (IRR) of Republic Act 9184 and enter into contract with the DOE within ten (10) calendar days from the receipt of this NOA. This shall form part of the contract along with other documents as provided under Section 37.2 of the IRR and/or by the DOE in the bidding documents.

NOA issued through the physical address and/or electronic mail address shall be concurred within three (3) days upon receipt or successful transmittal. Please return the signed NOA to the BAC Secretariat within the same period and failure to do so shall constitute sufficient ground for the cancellation of this Award without prejudice to other available remedy and sanctions that the DOE may resort to.

Very truly yours,


FELIX WILLIAM B. FUENTEBELLA
Senior Undersecretary

Received By:	
Signature over Printed Name	<u>RAYONA</u>
Position and Company	<u>MERATEC ENTERPRISES / ACCOUNT MANAGER</u>
Date and Time Received	<u>04-11-2022 9:39 AM</u>

**DEPARTMENT OF ENERGY
BIDS AND AWARDS COMMITTEE**

Resolution No. 137, s. 2022

**A RESOLUTION RECOMMENDING THE AWARD OF CONTRACT
THROUGH PUBLIC BIDDING FOR THE PROCUREMENT OF SUPPLY AND
DELIVERY OF HIGH PERFORMANCE AND HIGHLY EFFICIENT LAPTOPS
FOR THE AFETD UNDER LOCALLY FUNDED PROJECTS**

WHEREAS, the Bids and Awards Committee (BAC) conducted a Competitive Bidding, particularly Public Bidding for the Procurement of Supply and Delivery of High Performance and Highly Efficient Laptops for the AFETD under Locally Funded Projects on 17 February 2022 with an approved budget for the contract (ABC) in the amount of Php990,000.00;

WHEREAS, this procurement was included in the Department's CY 2022 Annual Procurement Plan duly approved by Secretary Alfonso G. Cusi;

WHEREAS, the Invitation to Bid was posted continuously in the websites of DOE and PhilGEPS from 27 January – 17 February 2022, as required under Section 21, Rule VII of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A) 9184;

WHEREAS, the opening of the Technical Proposals including the Eligibility Requirements and Financial Proposals was held on 17 February 2022;

WHEREAS, two (2) bidders submitted Technical Proposals including the Eligibility Requirements and Financial Proposals, wherein Meratec Enterprises submitted a bid of Php981,000.00; wherein Quartz Business Products Corporation submitted a bid of Php989,073.00

PARTICULARS	ABC(Php)	SUPPLIERS	
		MERATEC ENTERPRISES	QUARTZ BUSINESS PRODUCTS CORP.
Supply and Delivery of High Performance and Highly Efficient Laptops for the AFETD under Locally Funded Projects	990,000.00	981,000.00	989,073.00

WHEREAS, in a letter dated 18 February 2022, Quartz Business Products Corporation requested for the Disqualification of Meratec Enterprises, allegedly, due to patently insufficient submission of Technical and Eligibility requirements. In a reply dated 28 February 2022, the DOE-BAC denied with finality Quartz Business Products Corporation's Motion to Disqualify Meratec Enterprises due to alleged non-compliance, therefore, the declaration of the latter as the Lowest Ranked Bidder remains;

WHEREAS, the post-qualification evaluation of Meratec Enterprises was conducted by the BAC-TWG on 10 March 2022;

WHEREAS, based on the result of the post-qualification submitted by the BAC-TWG as indicated in the attached summary and adopted by the BAC in its Regular BAC Meeting No. 09 on 22 March 2022, the award of contract to Meratec Enterprises for being the **Lowest Calculated Responsive Bidder** is hereby recommended;

NOW, THEREFORE, in view of the foregoing, and upon motion duly made by Dir. PATRICK T. AQUINO, CESO III, the proponent of the activity, the BAC has resolved, as hereby it is, **RESOLVED** to:

1. **APPROVE** the BAC-TWG findings and recommendation for the award of contract for the Procurement of Supply and Delivery of High Performance and Highly Efficient Laptops for the AFETD under Locally Funded Projects, to **Meratec Enterprises** in the amount of **Nine Hundred Eighty-One Thousand Pesos Only (Php981,000.00)**;
2. **RECOMMEND** to the Senior Undersecretary, the approval of the award of the above-mentioned contract; and,
3. **FURNISH** the Commission on Audit, for its information and reference, a copy of this Resolution immediately after its approval by the Senior Undersecretary;

RESOLVED AND ADOPTED by the DOE Bids and Awards Committee this 22 March 2022 at the Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila.



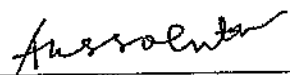
Usec. R.B. UV
Chairperson



Asec. R.E. DELOLA
Vice – Chairperson



Dir. A. T. TENAZAS
Member



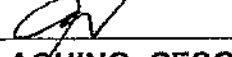
Dir. A. A. S. SOLUTA
Member



Dir. P.A. AVENIDO Jr.
Member



Asst. Dir. R. I. ROMERO
Alternate Member



Dir. P.T. AQUINO, CESO III
End-user

APPROVED BY:



FELIX WILLIAM B. FUENTEBELLA
Senior Undersecretary

FGD/



MEMORANDUM

DTS No. 1-AFETD-2022-04-0005

FOR : **Federico G. Domingo, Jr.**
Procurement Management Division (PMD)

FROM : **Dir. Patrick T. Aquino, CESO III**
Energy Utilization Management Bureau (EUMB)

DATE : **25 April 2022**

SUBJECT : **Processing of the Notice to Proceed (NTP) - CY2022 EUMB-AFETD Contract Agreement under Locally-Funded Project (LFP) Budget**

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I. INTRODUCTION

1. This refers to the Supply and Delivery of High Performance and Highly Efficient Laptops under the Locally-Funded Project (LFP).
2. We submit the two (2) copies (attached) of originally signed and notarized Contract between the DOE and the Winning Bidder (Meratec Enterprises) as a pre-requisite to the processing of the Notice to Proceed (NTP).

II. MANDATE

3. The Energy Utilization Management Bureau (**EUMB**) formulates and implement policies, plans, programs and regulations on new energy technologies, alternative fuels and the efficient, economic transformation, marketing and distribution of conventional and renewable energy resources, and ensures efficient and judicious utilization of conventional and energy resources.

III. ACTION REQUESTED

4. For PMD to process and issue the Notice to Proceed (NTP).

Thank you.


ADAPH/LMAC/mav