



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

3F DOE Main Bldg., Energy Center, Rizal Drive Bonifacio

Global City, Taguig City, Philippines 1632

Telephone No.: (02) 3479-2900 local 383

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BIDDING DOCUMENTS

**25TH PB CY 2024 – SUPPLY, DELIVERY, AND INSTALLATION
OF MODULAR PARTITION SYSTEM FOR DOE - VISAYAS
FIELD OFFICE FOR CY2024**

(Purchase Request No. 01-0101-2024-08-0392)

**6th Edition
July 2020**

Section I. Invitation to Bid



**SUPPLY, DELIVERY, AND INSTALLATION OF MODULAR PARTITION SYSTEM FOR DOE -
VISAYAS FIELD OFFICE FOR CY2024**

1. The **Department of Energy (DOE)** is undertaking **Supply, Delivery, and Installation of Modular Partition System for DOE - Visayas Field Office for CY 2024** and intends to apply the sum of **Php8,800,000.00** that will be sourced from the **FY 2024 GAA**, being the Approved Budget for the Contract (ABC) to payments for the contract under **Purchase Request No. 01-0101-2024-08-0392**. **This bidding is on a lot basis, bidders shall offer all the items in the lot, incomplete bid offer is not allowed. Bids received in excess of the ABC for each item shall be automatically rejected at bid opening.**
2. The DOE now invites bids for **Supply, Delivery, and Installation of Modular Partition System for DOE - Visayas Field Office for CY 2024**. Delivery of the Goods and Services is **Ninety (90) Calendar Days** upon receipt of Notice to Proceed. Bidders should have completed, within **two (2) years from the date of submission and receipt of bids**, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. **The DOE is implementing an Alternative Work Arrangement setting the office working days of DOE is from Mondays to Thursdays** and interested bidders may obtain further information from *Department of Energy – Procurement Management Division* and inspect the Bidding Documents at the address given below during office hours from Mondays to Thursdays 8:00am to 4:00pm.

Procurement Management Division
Department of Energy
DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632

The DOE is implementing its digital Order of Payment System. Bidders are advised to:

1. Call the Procurement Management Division at 84792900 local 383 or send email to jlabad@doe.gov.ph, marcuevas@doe.gov.ph a day before their payment, with the following information:
 - a. Company Name
 - b. Title of Item to Bid
 - c. Contact Person
 - d. Contact Number
 - e. At least two (2) official email addresses
2. The supplier should respond “Yes” to the email that will be sent by DOE regarding the payment.
3. The Supplier will receive from DOE Accounting an approved Order of Payment.
4. The Supplier should present the approved Order of Payment to the DOE Treasury during payment and provide copy to Procurement Management Division or upon submission of Bid.
5. In case of Bank Payment the Supplier shall ensure that the amount paid is as reflected in the Order of Payment and sent a copy of the Bank Deposit Slip together with the approved Order of Payment to the email address above or upon submission of Bid

The DOE also accepts payment for the bid documents through bank payment (Landbank of the Philippines), **the amount to be paid thru Bank payment should be exclusive of bank and other charges:**

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name:	:	DOE Trust Fund
New Account No.	:	3982-1098-59
Swift Code	:	TLBPPHMM
Beneficiary Address :	:	Department of Energy, Energy Center, BGC, Taguig City

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:

bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph

5. For pre-bid conference purposes, the bid documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity. The bidder shall pay the Bidding Documents not later than the submission of their bids.

Bidders are encouraged to download a copy of the Bid Documents for pre-bid conference purposes instead of physically securing a hard copy at the DOE-BAC Secretariat office.

6. A complete set of Bidding Documents may be acquired by interested Bidders on **31 October 2024** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184 in the amount of **Php10,000.00**.

The Department of Energy will hold a Pre-Bid Conference on **07 November 2024** which **will start at 08:00 AM** at the DOE – **Audio Visual Room** DOE BAC Main Office.

7. Bids must be duly received by the BAC through manual submission at the office address indicated below on or before **08:00 AM of 21 November 2024** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or **08:00 AM of 21 November 2024**. Online submission is not yet available. Late bids shall not be accepted.

**Annex Lobby
Procurement Management Division
Department of Energy
DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632**

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **21 November 2024 at 09:00AM**, DOE – Audio Visual Room, DOE-Main Building. The bidder's authorized representative, as stated in the bid submission, is required to attend the Bid Opening at the DOE AVR. Bids will be opened in the presence of the bidders' representatives.

Department of Energy
DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632

10. To minimize errors in the preparation of bids, bidders are strongly enjoined to send the person or representative actually preparing their bids to attend/participate in the Pre-bid Conference. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

Official communication or notification shall be sent through the official email provided by the suppliers and are considered official and duly received by the supplier even without confirmation of such receipt.

11. The **Department of Energy** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

Jaymee Joy A. Deogracias

Procurement Management Division

DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: bacsecretariat@doe.gov.ph

Telephone/Facsimile: (02) 3479-2900 local 383 (02) 8541-4105

Website: www.doe.gov.ph

(sgd)

Usec. Giovanni Carlo J. Bacordo
Chairperson
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Energy wishes to receive Bids for the **Supply, Delivery, and Installation of Modular Partition System for DOE - Visayas Field Office for CY 2024** under **Purchase Request No. 01-0101-2024-08-0392**.

2. Funding Information

2.1. The GOP through the source of funding from GAA for **FY2024**, in the amount of **Php8,800,000.00**

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules, and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the

Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within two (2) years** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule is inclusive of all Value added tax and all other applicable taxes and charges and shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted

by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in: Philippine Pesos

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid **until 21 March 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB Clause 14** shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as One (1) Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

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, Delivery and Installation of Office Modularization. b. Completed within two (2) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – Department of Energy 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. Not less than Php176,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Not less than Php440,000.00 if bid security is in Surety Bond.
15.	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
20.2	No further Instructions

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. Renante M. Sevilla – VFO</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>The delivery terms applicable to this Contract are delivered at DOE Main Office. 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>Packaging</p> <p>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</p>

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 –

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>TERMS OF PAYMENT</p> <p>A. The CONTRACTOR shall submit a written request for payment, accompanied by invoices that appropriately describe the goods delivered and upon fulfilment of all the obligations stipulated in the scope of works and minimum technical specifications.</p> <p>B. Payment Terms:</p> <ol style="list-style-type: none"> 1. 1st release of 50% payment - 50% of the items are supplied, delivered, and installed 45 days after receipt of Notice to Proceed. 2. 2nd release of 50% payment – Remaining 50% of the items are supplied, delivered, installed and upon approval of the Final Acceptance Report by the VFO.
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	No further instructions

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.

Lot No.	Item	Delivery
1	Supply, Delivery, And Installation of Modular Partition System for DOE - Visayas Field Office for CY2024	Ninety (90) Calendar Days upon receipt of Notice to Proceed

Section VII. Technical Specifications/ Terms of Reference

TERMS OF REFERENCE (TOR)	Bidder's Compliance
<p style="text-align: center;">SUPPLY, DELIVERY, AND INSTALLATION OF MODULAR PARTITION SYSTEM FOR DOE - VISAYAS FIELD OFFICE</p> <p style="text-align: center;"><i>Approved Budget for the Contract: PhP 8,800,000.00</i></p> <p>I. BACKGROUND</p> <p>The Department of Energy (DOE) as CLIENT needs the services of a responsible, competent and duly licensed CONTRACTOR to supply, deliver and install the new modular workstations in accordance with the DOE – Visayas Field Office’s (DOE-VFO) proposed layouts to maximize the usage of office spaces while considering the new and old plantilla positions, and contract of service personnel of DOE- VFO.</p> <p>II. SCOPE OF WORK</p> <ul style="list-style-type: none">A. Provide labor, tools, and technical supervision for the delivery and installation of modular office partitions at the DOE – VFO in Cebu City. Likewise, ensure proper assembly and installation of the modular office partitions according to industry standards and manufacturer guidelines.B. Prepare detailed work drawings, including electrical and furniture layout plans, and develop 3D renderings to visualize the proposed office layout and design of the office modular workstation.C. Supply and install the office fixtures and furniture, and other accessories required in Annex A of this TOR.D. Fabricate and install the necessary works inside the VFO only during Saturdays and/or Sundays. In case, there is a need to install on weekdays (Monday – Friday) a proper coordination and prior approval by DOE – VFO are required.E. The project site shall be cleared of debris, dirt, and any dismantled materials at each end of working day. Unnecessary materials shall be hauled outside DOE premises while reusable items shall be returned to DOE or the building (if owned by the building).F. Electrical works shall include the supply and installation of power outlet (duplex), voice and data outlet, and associated wires/cables per workstation as required in the attached layouts and specifications.G. Hauling of old office chairs, tables and office furniture from VFO office in Cebu City to VFO Storage site for temporary storage of the items.	

III. TECHNICAL SPECIFICATIONS

See attached **Annex A**

IV. DELIVERY PERIOD

The duration to complete the delivery and installation of the project shall be within a period of **Ninety (90) Calendar Days** from the date of receipt of the Notice to Proceed (NTP).

V. PERMITS AND LICENSES

CONTRACTOR warrants to obtain and maintain all necessary permits and licenses required by national and local government, or by civilian or military authorities, in order to continue operating legally.

VI. TAXES AND FEES

Taxes, duties, fees, charges and other legal exactions arising from the Contract shall be for the account of **CONTRACTOR**. **CLIENT** shall deduct and withhold the corresponding amounts from said taxes, fees, charges, duties, etc. if it deems necessary pursuant to the requirements of law.

VII. QUALIFICATION REQUIREMENTS

The Bidder must have the necessary experience and expertise in the supply of labor and materials for the delivery and installation of the above procurement requirements validated through submission of the following as part of the Class "A" documents.

- A. Valid permit/licenses of the bidder (certified copy of business registration, place of registration and principal address of business).
- B. List of completed projects similar in nature or with a value of at least Twenty-Five (25%) Percent of the Approved Budget for the Project.
- C. Engaged in the same business for at least five (5) years.
- D. Certification issued by at least three (3) different clients attesting to the satisfactory services/completion rendered by the bidder.
- E. Submission of brochures/manual and other technical data as reference for the **CLIENT**.
- F. Office is located within the Province of Cebu and has been in operation for a minimum of three (3) years.

VIII. ACCEPTANCE PROCEDURE

CLIENT will issue Certificate of Acceptance as per compliance to the technical specifications and other terms and conditions.

IX. CONTRACTOR'S RESPONSIBILITIES

- A. **CONTRACTOR** warrants that it is an authorized representative of the brand they are carrying, to engage in such kind of works, has an existing after sales services in the country, and it has inspected all relevant aspects of the works including documents, and has fully informed itself as to the conditions which might affect the nature, extent, and the cost of the works to be able to submit a reasonable bid; that it has sufficient operating capital and equipment to perform and complete the works including parts, labor and materials that may be needed in the performance thereof; that it has the required knowledge, experience, skill and professional competence to undertake the same; and that it has experienced, skilled, and professionally equipped personnel to be assigned for this purpose;
- B. **CONTRACTOR** warrants that the method or process it will follow for the Works is the one that will best accomplish the desired results under the existing state of technology; that all materials it will supply, or use shall be the best available or obtainable in accordance with the approved Contract and the instructions of the **CLIENT** that it will provide workmanship which is first class in every particular aspect;
- C. **CONTRACTOR** warrants that all materials, goods, parts and paraphernalia forming part of this Contract shall be complete, intact and in good order at all times;
- D. **CONTRACTOR** shall provide technical personnel who are skilled and well-experienced to carry out its obligations under this Contract;
- E. **CONTRACTOR** shall comply with all other guarantees, warranties, and other requirements that may be found or implied herein or in any law. If any of the representations and warranties are found to be false, or if the **CONTRACTOR** violates any important warranty, whether the falsity of said representation or the violation of said warranty be done in good faith, without regard to the lack of damage sustained by **CLIENT**. **CLIENT**, in its absolute discretion, may immediately terminate the Contract, without prejudice to the employment or pursuit of other remedies;
- F. **CONTRACTOR** shall submit Implementation Plan (step-by-step activities and timeframe/Gantt chart);
- G. **CONTRACTOR** will use the attached workstation/ office layouts for the distribution/delivery and installation on each office area.

H. **CONTRACTOR** shall restore all building structures affected by the modularization works to its original architectural soundness;

I. **CONTRACTOR** shall replace and/or redo the defective items as delivered or installed at no additional cost to **CLIENT**; and

J. Allows two (2) maximum reconfigurations of workstations in a particular area to best suit the given office space prior to final acceptance of work by **CLIENT** without additional charges.

X. WARRANTY

The **CONTRACTOR** shall provide a two-year warranty for the Modular Office Systems (including panel components, upholstery, worktop tables, mobile pedestals, drawers, and other accessories) from the date of acceptance by the **CLIENT**, covering hidden defects, defective parts, the use of sub-standard materials, poor workmanship, and similar issues. Additionally, a one-year warranty shall be provided for the Office Tables, Chairs, Cabinets, and Racks, as well as other items specified in Annex A.

ANNEX A

TECHNICAL SPECIFICATIONS

I. MODULAR WORKSTATIONS

Prior to the delivery, and installation, the contractor is required to conduct actual measurements for the layout and design of the modular workstations. In the event of any discrepancies in the VFO's layout after the contractor has completed the actual measurement of the office areas, the contractor must submit the revised layout to the VFO for reference and approval. Additionally, the contractor is required to present their proposed modular workstation layout, designs, and aesthetics, including the selection of materials, fixtures, furniture, and other accessories, in a 3D rendering for the VFO's evaluation and approval.

The modular workstations should be installed in a manner that allows for easy removal in case they need to be re-arranged or transferred to another location. However, the ease of removal should not compromise the rigidity and stability of the workstation when initially installed. The contractor must ensure that the workstation is both sturdy and stable upon installation while still being designed for easy disassembly and reassembly when relocation is necessary.

Moreover, the contractor should provide clear instructions and guidance on how to disassemble and reassemble the modular workstation to ensure a smooth transition when re-arranging or relocating it to another location. Proper labeling of components, organizing assembly hardware, and documenting the assembly process can streamline the relocation process and help maintain the workstation's structural integrity throughout its lifespan.




Furthermore, the contractor must adhere to the following minimum specifications for the installation of modular workstations:

A. Staff Modular Workstations (Four-Seater Linear Design with Front Panel)

Overall Dimension: 4800 mm (L) x 600 mm (W) x 750 mm (H)

5th Floor = 1 unit

Particular	Minimum Specifications
Structure	25 mm E1 Moisture Resistant Board
Finish	E1 standard available in 7 finishes (resistant to stains, scratches and moisture)
Sidings	2mm PVC edge band Machine Pressed
Legs	1 x 3" metal legs in 2mm thick customized powder coated finish
Load Capacity	80 kg

<p>Features</p>	<p>With built-in wire management (cable organizer/ tray)</p> <p>Metal brackets</p> <p>Adjustable feet leveler</p>	
	<p>With Table Pop-Up Universal Outlet [2-gang universal outlet, one USB outlet, and one outlet for LAN or Data (Internet Cat5e/ Cat6)]</p> <p>Sample Photo:</p> 	
<p>Aesthetic Preferences</p>	<p>Sample photo:</p>  <p>Color: Same with the Photo</p> <p>Note: Sample design shall be provided by the contractor for VFO's approval.</p>	
<p>Mobile Pedestal</p> <p>Quantity: 4 units</p>	<p>Sample photo:</p> 	<p>Min. Dimension: 380 mm (W) x 500 mm (D) x 670 mm (H)</p> <p>Manufactured in cold rolled sheet # 22 in power coated finish with 3 layer drawer, full extension ball bearing slides, central lock on top of drawer and lockable caster</p>


		wheel with fifth wheel for stability
Electrical Outlets	Built in 2-gang heavy-duty universal outlets (with ground) under the tabletop. No outlets shall be installed/ mounted on the floor.	
Table Partition	With front and side screen Panel in 300 mm (H) and 6 mm thick acrylic material with clip holder Color: To be determined	
Front Panel	25mm thick E1 board and moisture resistant Dimension: 1200 mm (W) Height: 1210 mm (H)	



B. Staff Modular Workstation (Four-Seater Back-to-Back Design w/ Front Panel)

Overall Dimensions: 2400 mm (L) x 1200 mm (L) x 750 mm (H)

3rd Floor = 12 units

5th Floor = 4 units



Particular	Minimum Specifications
Structure	25 mm E1 Moisture Resistant Board
Finish	E1 standard available in 7 finishes (resistant to stains, scratches and moisture)
Sidings	2mm PVC edge band Machine Pressed
Legs	1 x 3" metal legs in 2mm thick customized powder coated finish
Load Capacity	80 kg
Features	With built-in wire management (cable organizer/ tray)
	Metal brackets
	Adjustable feet leveler
	With Table Pop-Up Universal Outlet [2-gang universal outlet, one USB outlet, and one outlet for LAN or Data (Internet Cat5e/ Cat6)] Sample Photo: 


<p>Aesthetic Preferences</p>	<p>Sample photo:</p>  <p>Color: Same with the Photo</p> <p>Note: Sample design shall be provided by the contractor for VFO's approval.</p>		
<p>Mobile Pedestal Quantity: 64 units</p>	<p>Sample photo:</p> 	<p>Min. Dimension: 380 mm (W) x 500 mm (D) x 670 mm (H)</p> <p>Manufactured in cold rolled sheet # 22 in power coated finish with 3 layer drawer, full extension ball bearing slides, central lock on top of drawer and lockable caster wheel with fifth wheel for stability</p>	
<p>Electrical Outlets</p>	<p>Built in 2-gang heavy-duty universal outlets (with ground) under the tabletop. No outlets shall be installed/ mounted on the floor.</p>		
<p>Table Partition</p>	<p>Front Screen Panel in 300 mm (H) and 6 mm thick acrylic material with clip holder Color: To be determined</p>		
<p>Front Panel</p>	<p>25mm thick E1 board and moisture resistant Dimension: 2400 mm (W) Height: 1210 mm (H)</p>		


C. Staff Modular Workstation (Six-Seater Back-to-Back Design w/ Front Panel)



Overall Dimensions: 3600 mm (L) x 1200 mm (L) x 750 mm (H)


5th Floor = 1 unit

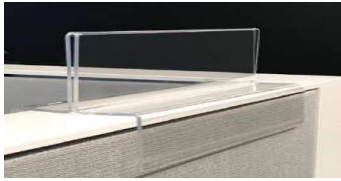


Particular	Minimum Specifications
Structure	E1 Moisture Resistant Board
Finish	E1 standard available in 7 finishes (resistant to stains, scratches and moisture)
Sidings	2mm PVC edge band Machine Pressed
Legs	1 x 3” metal legs in 2mm thick customized powder coated finish
Load Capacity	80 kg
Features	With Built-in wire management (cable organizer/ tray)
	Metal brackets
	Adjustable feet leveler
	With Table Pop-Up Universal Outlet [2-gang universal outlet, one USB outlet, and one outlet for LAN or Data (Internet Cat5e/ Cat6)]
	<p>Sample Photo:</p> 
Aesthetic Preferences	<p>Sample photo:</p> 

	<p>Color: Same with the Photo</p> <p>Note: Sample design shall be provided by the contractor for VFO's approval.</p>	
<p>Mobile Pedestal</p> <p>Quantity: 6 units</p>	<p>Sample photo:</p> 	<p>Min. Dimension: 380 mm (W) x 500 mm (D) x 670 mm (H)</p> <p>Manufactured in cold rolled sheet # 22 in power coated finish with 3 layer drawer, full extension ball bearing slides, central lock on top of drawer and lockable caster wheel with fifth wheel for stability</p>
Electrical Outlets	Built in 2-gang heavy-duty universal outlets (with ground) under the tabletop. No outlets shall be installed/ mounted on the floor.	
Table Partition	<p>Front Screen Panel in 300 mm (H) and 6 mm thick acrylic material with clip holder</p> <p>Color: To be determined</p>	
Front Panel	<p>25mm thick E1 board and moisture resistant</p> <p>Dimension: 2400 mm (W)</p> <p>Height: 1210 mm (H)</p>	
<p>D. Supervising Modular Workstation Dimension: 2000 mm (L) x 2370 mm (W) x 1210 mm (H) Quantity = 4 units</p>		
Components	Minimum Specifications	
Main Desk	<p>Dimension: 1400 mm (L) x 750 mm (W) x 750 mm (H)</p> <p>Features: with lockable center drawer and built-in cable management with dual provisions of 2-inch desk grommet table cap rotating cover at the top corners</p>	

Side Desk	Dimension: 800 mm (L) x 500 mm (W) x 750 mm (H) Features: with built-in cable management and single provisions of 2-inch desk grommet table cap rotating cover at the top corners		
Panel	Thickness: 60mm Height: 1210 mm Combination of fabric and frosted glass with 4mm thickness Design: Free Standing		
Work top	25 mm thick MDF board in high pressure laminate (HPL) finish with 2 mm thick PVC edging and plastic grommet with rotating cover		
Steel Frame	2 mm steel structure with powder coated gray paint, with leveling glide, hanging brackets for the support of main and side desk, vertical and horizontal wire guides, with a height of 1200 mm		
Trim, Cap, and Joining Post	2 mm steel structure with power coated gray paint		
Basecover	Clip-on metal / aluminum base cover; double sided with punchout provision		
Aesthetic preferences	Interior upper part	Sample design shall be provided by the contractor for VFO's approval.	
	Exterior upper part		
	Lower part, double sided with punchout provision		
Sample photo:			
	Color: Cream White/ Gray		
Electrical Outlets	two heavy-duty duplex power outlets (upper part and lower part) with ground		
Data Outlet	Two gang data outlet CAT6A with LAN / Voice Markings located at the baseboard		

Accessories		
Workstation Name Plate Holder	<p>Sample photo:</p> 	<p>Materials: Made of Acrylic</p>
		<p>Insert Size: 216 mm x 76 mm</p> <p>Depth: 60 mm</p> <p>Location: Top mount near the entrance of each workstation</p>
Mobile Pedestal Quantity: 4 units	<p>Sample photo:</p> 	<p>Min. Dimension: 380 mm (W) x 500 mm (D) x 670 mm (H)</p>
		<p>Manufactured in cold rolled sheet # 22 in power coated finish with 3 layer drawer, full extension ball bearing slides, central lock on top of drawer and lockable caster wheel with fifth wheel for stability</p>
<p>E. Division Chief's Modular Workstation Dimension: 3000 mm (L) x 3000 mm (W) x 1210 mm (H) Quantity = 4 units</p>		
Components	Minimum Specifications	
Main Desk	<p>Dimension: 1620 mm (L) x 810 mm (W) x 750 (H) mm Features: with lockable center drawer and built-in cable management with dual provisions of 2-inch desk grommet table cap rotating cover at the top corners</p>	
	<p>Note: Free-standing not panel-attached</p>	
Side Desk	<p>Dimension: 1870 mm (L) x 600 mm (W) x 750 mm (H) Features: Built-in cable management with single provision of 2-inch desk grommet table cap rotating cover at the lower right corner</p>	

	Note: Free-standing not panel-attached	
Panel	Thickness: 60mm Height: 1210 mm Material: Combination of fabric and frosted glass with 4mm thickness Design: Free Standing	
Work top	25 mm thick MDF board in high pressure laminate (HPL) finish with 2 mm thick PVC edging and plastic grommet with rotating cover	
Steel Frame	2 mm steel structure with powder coated gray paint, with leveling glide, hanging brackets for the support of main and side desk, vertical and horizontal wire guides, with a height of 1200 mm	
Trim, Cap, and Joining Post	2 mm steel structure with power coated gray paint	
Basecover	Clip-on metal / aluminum base cover; double sided with punchout provision	
Aesthetic preferences	Interior upper part	Sample design shall be provided by the contractor for VFO's approval.
	Exterior upper part	
	Lower part, double sided with punchout provision	
	Sample photo:  Color: Cream White/ Gray	
Electrical Outlets	two heavy-duty duplex power outlets (upper part and lower part) with ground	
Data Outlet	Two gang data outlet CAT6A with LAN / Voice Markings located at the baseboard	

Accessories		
Workstation Name Plate Holder	Sample photo: 	Materials: Made of Acrylic
		Insert Size: 216 mm x 76 mm Depth: 60 mm Location: Top mount near the entrance of each workstation
Mobile Pedestal Quantity: 4 units	Photo sample 	Min. Dimension: 380 mm (W) x 500 mm (D) x 670 mm (H)
		Manufactured in cold rolled sheet # 22 in power coated finish with 3-layer drawer, full extension ball bearing slides, central lock on top of drawer and lockable caster wheel with fifth wheel for stability

II. OFFICE FURNITURES AND FIXTURES

All office furniture and fixtures must be approved by VFO before delivery and installation. The contractor shall submit a list of proposed office furniture and fixtures, accompanied by pictures, for the VFO's consideration and approval. The contractor may also present alternative options for office furniture and fixtures, from which the VFO will make a selection, ensuring that the minimum specifications for each specific item are met. The contractor shall ensure that the following minimum specifications for each specific item are considered:


A. Office Chairs

1. Mid-Back Chairs

Quantity: 96 units

3rd Floor = 60 units


5th Floor = 35 units

Particular	Minimum Specification																
Design	Mid-back swivel with synchronized tilt mechanism, pneumatic seat height adjustment, fixed contoured polypropylene armrest and 5-prong base, 360° swivel functions																
	<p>Approx.</p> <table border="1"> <tbody> <tr> <td>a</td> <td>37" to 40"</td> </tr> <tr> <td>a1</td> <td>22" to 24"</td> </tr> <tr> <td>a2</td> <td>14.5" min to 20" max</td> </tr> <tr> <td>b</td> <td>19" to 22"</td> </tr> <tr> <td>c</td> <td>23" to 25"</td> </tr> <tr> <td>d</td> <td>18" to 20"</td> </tr> <tr> <td>e</td> <td>19" to 22"</td> </tr> <tr> <td>f</td> <td>22" to 25"</td> </tr> </tbody> </table> 	a	37" to 40"	a1	22" to 24"	a2	14.5" min to 20" max	b	19" to 22"	c	23" to 25"	d	18" to 20"	e	19" to 22"	f	22" to 25"
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a1	22" to 24"																
a2	14.5" min to 20" max																
b	19" to 22"																
c	23" to 25"																
d	18" to 20"																
e	19" to 22"																
f	22" to 25"																
Upholstery	Fire retardant black fabric																
Base	5-prong metal or nylon base with crisscrossed inner core; load capacity of not less than 300 lbs (Manufacturer's Certification required)																
Gas Lift Type	German Gas Lift																
Color	Black																
Location	Staff Chairs, Conference (12), Security Post (2)																


2. Executive Chairs


Quantity: 12 units

Particular	Minimum Specification
Design	High back swivel chair with synchronized multi tilt mechanism, pneumatic seat height adjustment, 360° swivel functions

Dimension	See sample photo																
	Approx.																
	<table border="1"> <tr> <td>a</td> <td>46" to 52"</td> </tr> <tr> <td>a1</td> <td>28" to 31"</td> </tr> <tr> <td>a2</td> <td>16.0" min to 20.5" max</td> </tr> <tr> <td>b</td> <td>19" to 21"</td> </tr> <tr> <td>c</td> <td>28" to 31"</td> </tr> <tr> <td>d</td> <td>17" to 20"</td> </tr> <tr> <td>e</td> <td>18" to 21"</td> </tr> <tr> <td>f</td> <td>22" to 25"</td> </tr> </table>	a	46" to 52"	a1	28" to 31"	a2	16.0" min to 20.5" max	b	19" to 21"	c	28" to 31"	d	17" to 20"	e	18" to 21"	f	22" to 25"
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	c	28" to 31"															
d	17" to 20"																
e	18" to 21"																
f	22" to 25"																
																	
Upholstery	Fire retardant black fabric																
Base	5-prong metal or nylon base with crisscrossed inner core; load capacity of not less than 300 lbs (Manufacturer's Certification required)																
Gas Lift Type	German Gas Lift																
Color	Black																
Location	Division Chiefs (4) , Supervising SRSs (4) , Legal (2) , OD (1), Usec (1)																

3. Client/ Visitor's Chair
Quantity: 40 units

Particular	Minimum Specification
Design	Made of fabric/ or high-quality polyurethane leather, high density foam, and with fixed arm rests with polyurethane cover
Dimension	Overall size: 1000 mm (H) x 490 mm (W) x 490 mm
Base	Metal chrome sled base
Color	Black
Sample photo	

Location	Division Chief's Office (8), Supervising Office (4), Receiving area(8), Legal (3), OD (4), Usec (2), and Conference Room (5 th Floor) (9)
<p>4. 3-seater Sofa Set Quantity: 6 units</p>	
Particular	Minimum Specification
Frame	Plywood & hard wood
Dimension	1850 mm (W) x 780 mm (D)
Sample Photo	
Fixed Seat Cushion	Polyurethane foam
Fixed Back Cushion	Polyurethane foam
Fabric	100 % Polyester
Seat Type	Fixed Seat
Back Type	Fixed Back
Inclusion	One small coffee table
Location	OD, Usec, ERDUD, EIMD Division Chiefs, and New Divisions (2)
<p>5. 4-Seater Gang Chair Quantity: 2 units</p>	
Particular	Minimum Specification
Type	4-Seather Leatherette Gang Chair
Features	With seat and backrest foam padding, end to end armrests
Frame	In full stainless steel with heavy duty steel beam and base for heavy loads
Dimension	2140 mm (W) x 620 mm (D) x 760 mm (H)

Sample Photo	
Location	Outside Cashier's Office, Reception Area

B. Office Tables

1. Director's Table
Quantity – 1 unit

Components	Minimum Specifications	
Main Desk	Dimension: 2000 mm (L) x 900 mm (W) x 750 mm Features: with lockable center drawer and built-in cable management with dual provisions of 2-inch desk grommet table cap rotating cover at the top corners Type: Closed-bottom Desk	
Side Desk	Dimension: 990 mm (L) x 500 mm (W) x 750 mm (H) Features: with built-in cable management and dual provisions of 2-inch desk grommet table cap rotating cover at the top corners Type: Closed-bottom Desk	
Visitor's Table	Dimension: 1400 mm (L) x 600 mm (W) x 750 Type: Free standing	
Work top	25 mm thick MDF board in high pressure laminate (HPL) finish with 2 mm thick PVC edging	
Accessories	Mobile Pedestal Quantity: 1 unit	Min. Dimension: 380 mm (W) x 500 mm (D) x 670 mm (H) Manufactured in cold rolled sheet # 22 in power coated finish with 3 layer drawer, full extension ball bearing slides, central lock on top of drawer and lockable caster

		wheel with fifth wheel for stability
	Sample photo: Director's Table	

2. Assistant/ Staff Tables

Quantity = 10 units

3rd Floor = 5 units

5th Floor = 5 units

Components	Minimum Specifications	
Main Desk	Dimension: 1300 mm (L) x 600 mm (W) x 750 mm Features: with lockable center drawer and built-in cable management with dual provisions of 2-inch desk grommet table cap rotating cover at the top corners	
Type	Closed-bottom Desk	
Work top	25 mm thick MDF board in high pressure laminate (HPL) finish with 2 mm thick PVC edging	
Power and Data Outlets	a. With Table Pop-Up Universal Outlet [2-gang universal outlet, one USB outlet, and one outlet for LAN or Data (Internet Cat5e/ Cat6)] b. Built in 2-gang heavy-duty universal outlets (with ground) under the tabletop.	
Accessories	Mobile Pedestal Quantity: 10 units	Min. Dimension: 380 mm (W) x 500 mm (D) x 670 mm (H)
		Manufactured in cold rolled sheet # 22 in power coated finish with 3 layer drawer, full extension ball bearing slides, central lock on top of drawer and lockable caster

		wheel with fifth wheel for stability
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3. COA and Cashier Room Tables
Quantity: 3 units (2 units for Cashier and 1 unit for COA)

Components	Minimum Specifications	
Main Desk	Dimension: 1280 (L) mm x 600 mm (W) x 750 mm (H) Features: with lockable center drawer and built-in cable management with dual provisions of 2-inch desk grommet table cap rotating cover at the top corners	
Side Desk	880 (L) mm x 450 mm (W) x 750 mm (H) Features: with built-in cable management and single provision of 2-inch desk grommet table cap rotating cover at the top corner	
Work top	25 mm thick MDF board in high pressure laminate (HPL) finish with 2 mm thick PVC edging and plastic grommet with rotating cover	
Accessories	Mobile Pedestal Quantity: 3 units	Min. Dimension: 380 mm (W) x 500 mm (D) x 670 mm (H)
		Manufactured in cold rolled sheet # 22 in power coated finish with 3 layer drawer, full extension ball bearing slides, central lock on top of drawer and lockable caster wheel with fifth for stability

4. Table for Attorney III of Legal Office
Quantity: 1 unit

Components	Minimum Specifications	
Main Desk	Dimension: 1400 mm (L) x 750 mm (W) x 750 mm (H) Features: with lockable center drawer and built-in cable management with dual provisions of 2-inch desk grommet table cap rotating cover at the top corners	


Side Desk	Dimension: 800 mm (L) x 500 mm (W) x 750 mm (H) Features: with built-in cable management and single provisions of 2-inch desk grommet table cap rotating cover at the lower right corner	
Work top	25 mm thick MDF board in high pressure laminate (HPL) finish with 2 mm thick PVC edging and plastic grommet with rotating cover	
Accessories	Mobile Pedestal Quantity: 1 unit	Min. Dimension: 380 mm (W) x 500 mm (D) x 670 mm (H)
		Manufactured in cold rolled sheet # 22 in power coated finish with 3 layer drawer, full extension ball bearing slides, central lock on top of drawer and lockable caster wheel with fifth wheel for stability

5. Legal Office Head and Usec Workstation Tables
Quantity: 2 units


Components	Minimum Specifications	
Main Desk	Dimension: 2200 mm (L) x 790 mm (W) x 750 (H) mm Features: with lockable center drawer and built-in cable management with dual provisions of 2-inch desk grommet table cap rotating cover at the top corners	
Side Desk	Dimension:1870 mm (L) x 600 mm (W) x 750 mm (H) Features: Built-in cable management with single provision of 2-inch desk grommet table cap rotating cover at the lower right corner	
Work top	25 mm thick MDF board in high pressure laminate (HPL) finish with 2 mm thick PVC edging and plastic grommet with rotating cover	
Accessories	Mobile Pedestal Quantity: 2 units	Min. Dimension: 380 mm (W) x 500 mm (D) x 670 mm (H)
		Manufactured in cold rolled sheet # 22 in power coated finish with 3 layer

		drawer, full extension ball bearing slides, central lock on top of drawer and lockable caster wheel with fifth wheel for stability
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6. Security Desk Podium
Quantity: 2 units


Particular	Minimum Specification
Material	Polished Wood
Dimension	800 mm (L) x 750 mm (W) 750 mm (H)
Accessories	Cabinet and Drawer
Color	Black or brown
Sample photo	
Location	3 rd and 5 th Floor

7. Printer Table
Quantity: 14 units

Particular	Minimum Specification
Design	3-Layer Printer Stand with lockable caster wheel
Material	Metal
Dimension	500 mm (L) x 500 mm (W) x 1300 mm (H)
Sample photo	

Inclusion	Four (4) Paper Shredders with the following specs:
	1. Shred Capacity: 10 sheets
	2. Can shred Card, paper clip, staple
	3. Machine Noise: 60 dB
	4. Bin capacity: at least 23 L
	Two (2) Heavy Duty Laminating Machine with the following specs:
	1. Heavy duty aluminum housing
	2. 50 seconds warm-up
	3. 13-inch inlet
	4. Dimensions: 18.94 in (L) x 6.77 in (W) x 4.17 H
	5. Auto Turn-Off after 30 mins from the last use
	6. 6-roller system with anti-jamming structures
Location	3 rd Floor and 5 th Floor


8. Foldable Training Table
Quantity: 10

Particular	Minimum Specification
Design	Wooden folding table with metal frame, can fit 3 persons use
Materials	Tabletop: 25 mm MFC Laminated Table Top, PVC edging Leg: Standard "H" Style Legs with leg locking feature in fully closed and fully open positions
Dimension	1800 mm (L) x 450 mm(D) x 750 mm (H)
Sample photo	
Location	3 rd and 5 th Floor

C. Office Cabinets


1. Lateral Filing Cabinets

Quantity: 14 units

Particular	Minimum Specification
Design	3-Layer Lateral Filing Cabinets with central lock
Materials	Steel or Hardwood
Dimension	900 mm (W) x 450 (D) x 1000 mm (H)
Sample photo	
Location	See 3 rd and 5 th Floor Office Furniture Layout Plan
Color	Cream White

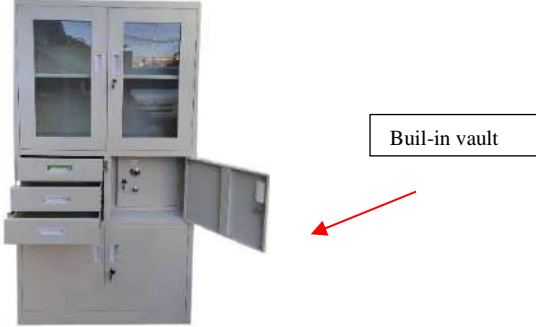
2. Side Cabinets

Quantity: 7 units


Particular	Minimum Specification
Design	2-door Cabinet with key-lock
No. of Layer	Two Layers
Materials	Hardwood
Dimension	800 mm (W) x 473 mm (D) x 725 mm (H)
Sample photo	


Location	OD Staff area, Cashier's Office, Legal Services Office, Reception area, Conference Room (3F)
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3. Steel Filing Cabinet with Vault
Quantity: 1 unit

Particular	Minimum Specification
Design	Glass Cabinets
Features	With built-in safety vault
Materials	Steel or Hardwood
Dimension	400 mm (W) x 900 mm (D) x 1850 mm (H)
Sample photo	
Location	Cahier's Office

4. Employee's Cabinet
Quantity: 5 units

Particular	Minimum Specification
Design	12-door Locker
Materials	Steel
Dimension	900 mm (W) x 400 mm (D) x 1850 mm (H)
Color	Gray
Sample photo	

Location	ERDD, EPIMD, EUMD, (3 rd and 5 th Floor)
<p>5. Multifunctional Storage Cabinets Quantity: 6 units</p>	
Particular	Minimum Specification
Design	Multi-Layers with Storage Cabinet with key-lock
Materials	Hardwood
Dimension	600 mm (W) x 240 mm (D) x 1800 mm (H)
Color	Brushed Black Oak
Sample photo	
Location	EIMD, ERDUD and New Division (5 th Floor)

D. Steel Racks

Quantity: 17 units (with varying sizes)

Particular	Minimum Specification
Design	5-Layer Steel Rack
Materials	2.0 mm Heavy Duty Slotted Angle Bars (Gray or Black color)
	Layers: Galvanized Steel
Dimension	7 units = 500 (L) mm x 450 (D) mm x 1700 mm (H)
	4 units = 1000 (L) mm x 450 (D) mm x 1700 mm (H)
	6 units = 1500 (L) mm x 450 (D) mm x 1700 mm (H)
Load Capacity	Can hold up to 150 kilos per layer

Sample photo	
Location	See 3 rd and 5 th Floor Office Furniture Layout Plan

E. Window Blinds Replacement

Quantity:

1. All existing window blinds in the office (3rd and 5th floor) shall be replaced with new blinds. The contractor shall be responsible for removing old blinds and placing them in the DOE’s designated storage area.
2. New window blinds shall be installed in the COA office, Office of the Director, and Usec/ Sec Office, Conference room 5/F (small windows and beside the supply room), and Admin Supply and Records Room.
3. The following minimum specifications for this new window blinds shall be considered:

Particular	Minimum Specification
Material	High quality, durable materials such as aluminum, PVC, or fabric
Design	Combi Shade (same with 5/F Conference room)
Dimension	Customized and fitted to the exact dimensions of each window
Operation	User-friendly mechanism for smooth and easy operation, such as cord or wand control system
Note	Sample design shall be presented by the contractor for VFO’s approval


F. Pantries 3/F and 5/F Furniture and Fixtures

The contractor shall submit a comprehensive layout plan that clearly specifies the positioning of the kitchen sink, faucet with a dish drainer, steel racks, and wall-folded table to be installed in the pantries on the 3rd and 5th floors. The base of the sink will be utilized as storage cabinets for pantry’s items. Furthermore, the contractor shall install new ceiling boards including its accessories, to completely renovate and enhance the existing ceiling of the 3/F pantry. The following minimum specifications shall be considered:


1. Kitchen Sink, Sink Base Cabinet, Faucet, and Dish drainer
Quantity: 2 units

Particular	Minimum Specification
Kitchen Sink	Material: Stainless Steel
	Sink Size: Standard double-bowl sink with a min. depth of 8 in.
	Sample photo: 
Sink Base Cabinet	Two-door Cabinet with two layers
	Material: Hardwood or Metal
	Dimension: 1230 mm (L) x 600 mm (W) x 500 mm (H)
	Sample photo: 
Faucet	Single-handle, pull down faucet with a flexible hose
	Material: Stainless Steel
	Sample photo: 
Dish Drainer	Adjustable dish drainer with adequate space
	Material: Durable and rust resistant such as stainless Steel
	Size: Sufficient space for drying dishes and utensils
	Sample photo: 

Ceiling	Mineral board or Fiber board (same with existing office ceiling)
Note	For plumbing: Ensure proper drainage and water supply connections
<p>2. Steel Rack and Wall-folded Table Quantity: 2 units</p>	
Particular	Minimum Specification
Steel Rack	Material: Sturdy stainless-steel construction
	Quantity: Included in the Item II.D of this Annex A
Wall-folded Table	Material: Durable wood or stainless steel
	Size: Appropriate dimensions to provide sufficient workspace
	Folding Mechanism: Easy-to-use folding mechanism with secure locking
<p>3. Lighting Fixtures</p>	
Particular	Minimum Specification
Lighting Type	Energy-efficient LED light fixtures
	3 units of LED downlight with at least 800 lumens
	Sufficient illumination for the entire pantry
	Placement: Strategically positioned light fixtures to ensure even lighting
Electrical Wires	3.5 mm sq THHN annealed copper
Electrical Switch	Shall comprise of 2 gang or 3 gang switch
Location	3/F and 5/F Pantries
<p>4. Trolleys</p> <p>a. Serving Trolleys Quantity: 2 units</p>	
Particular	Minimum Specification
Serving Trolley	Material: Durable and easy-to-clean stainless steel

	Dimension: 950 mm (L) x 500 mm (W) x 950 mm (H)
	Wheels: Sturdy and lockable wheels for easy mobility and stability
	Shelves/ Compartments: 3 layers full stainless steel
Sample Photo	

b. Foldable Trolley Carts
Quantity: 3 units

Particular	Minimum Specification
Foldable Trolley Carts	Platform Material: Steel
	Dimension: 608 mm (W) x 907 mm (L) x 870 mm (H)
	Load Capacity: 300 kg
	Truck style: Flatbed
Sample Photo	


G. Comfort Rooms Fixtures

Each comfort room on the 3rd and 5th floor shall be equipped with bidets, bathroom mirrors, and toilet covers. The minimum specification as follows:

Particular	Minimum Specification
3 rd Floor and 5 th Floor	
Bidet set	Made of high-quality stainless steel

	Minimum of 1 meter hose
	Brass hose connector
	Quantity: 8
Bathroom mirror	Mirror Material: Float glass
	Frame Material: Aluminum or stainless
	Dimension: 400 mm x 500 mm
	Quantity: 8
Toilet Cover	Shall fit with the existing toilet bowl
	With Anti-vibration and anti-shift foot pads
	Quantity: 8

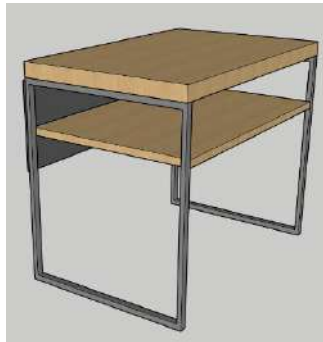
H. Conference Room 5/F Furniture and Fixtures

Particular	Minimum Specification
Coffee-e Station	Type: Rectangular Coffee Stage
	Finish: Compact Laminate
	With Cabinets and lockable wheels
	Dimension: 1200 mm x 800 mm x 92 mm
	Sample photo: 
Cabinet Countertop	Type: Sideboard Multi-purpose cabinet
	Quantity: 2 units
	Materials: Hardwood
	Dimension: 700 mm (W) x 400 mm (D) x 1180 mm (H)

	Sample Design: See photo	
	<p>Sample photo:</p> 	
Foldable Training Tables	Material: MDF Top with Metal Footing	
	Color: Gray or White	
	Dimension: 1500 mm (L) x 450 mm (W) x 750 mm H	
	Quantity: 6 units	
Monoblock Chairs	Material: Quality plastic	
	Quantity: 100 units	
	Color: White	
Conference, Usec, and Office of the Director's Glass Doors	<p>Tinted / Smoked with DOE Logo</p> <p>Sample photo:</p> 	
Wooden Podium	Design: Tapered Column Lectern	
	Material: High-quality solid wood or hardwood	
	Inclusion: With DOE Logo on a Custom Clear Acrylic Printed Logo with Standoffs	
	<p>Sample photo:</p>  <p>DOE Logo on Custom Clear Acrylic Printed Logo with Standoffs</p>	

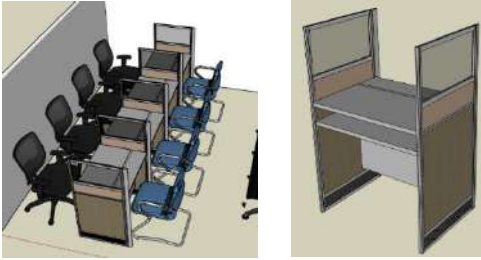
Removal of White Board	To be transferred at the 3 rd Floor Conference Room. Any damages or irregularities on the wall resulting from the removal of the white board shall be repaired to restore the wall to its original design and condition. This is essential to ensure the maintenance of the room's aesthetic appeal.
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I. Conference Room 3/F Furniture and Fixtures


Particular	Minimum Specification
Conference Table	Type: Modular tables
	Dimension: 900 mm (L) x 500 mm (W) x 750 mm (H) - per modular table
	Worktop: 25 mm thick board, high pressure laminate (HPL) finish with 2 mm thick PVC edging
	Quantity: 12 units
	
Inclusion of Carpet Tiles	Material: Nylon, polyester, polypropylene/ olefin
	Color: Gray
	Dimension: Whole floor area of Conference room 3/F
	Note: Similar with the 5/F Conference Room
Side Cabinets	Included in the no. 2 of Item II.C of this Annex A
Whiteboard with rolling stand	Dimension: 1200 mm (L) x 800 mm (W) x 1300 mm (H)



J. Reception Area Fixtures and Furniture

Particular	Minimum Specification
Table	Type: 4 Modular Tables with individual center drawer and dividers/ partition (left and right)
	Dimension: 800 mm (L) x 500 mm (W) x 750 mm (H) - per Modular Table

	Work top: 25 mm thick MDF board in high pressure laminate (HPL) finish with 2 mm thick PVC edging
Partition/ Dividers	Material: Clear Acrylic, Polycarbonate
	Dimension: 500 mm (W) x 600 mm (H) with less than 30 mm thick
Mobile Pedestal	See above specifications
	Quantity: 4 units
Visitor's Chair	Included in the no. 3 of Item II.A of this Annex A
4-Seater Gang Chair	Included in the no. 5 of Item II.A of this Annex A
Side Cabinet	Included in the no. 2 of Item II.C of this Annex A
Sample Photo	

K. Decoratives

Particular	Minimum Specification
DOE Signage	DOE Logo and Name (Department of Energy – Visayas Field Office) at the Receiving Area
	With Backlit Sign Logo
	Size: Fit to the wall of the receiving area
	Design: Shall be submitted by the contractor for VFO's approval
	Sample photo: 
	Dimension: 300 mm x 110 mm
	Material: 3mm Acrylic / PVC / Aluminum

Office Signages	<p>For Modular Workstation –Ceiling Suspended Signages mounted with metal brackets or cords</p>  <p>With Printed Division and Section Name (back-to-back) including fire exit</p>
	<p>For Individual Room - Wall Mount or Door Mount with standoffs</p> 

III. ELECTRICAL WIRING AND POWER OUTLETS

Sample electrical materials, including voice and data cables, and any other related materials to be used, shall be submitted to the VFO for approval. The submission should include the manufacturer's description and technical specifications documents. This submission should be made prior to the delivery and installation of the materials. No delivery or installation should proceed without written approval of the VFO. The following shall be considered by contractor:

- A. The installation of all electrical works shall be done in accordance with the provisions of the latest edition of Philippine Electrical Code, the laws and ordinances of the local code enforcing authorities;
- B. The wiring to be used shall be 3.5 mm sq THHN concealed on modular panel base plate and use of aluminum threshold for connection to another workstation. There shall be no open wiring, no exposed dangling wires seen at the workstation;
- C. Each workstation not part of the modular system shall be provided with one designated 3-gang heavy duty universal electrical outlet. These outlets should be positioned conveniently near the tables to ensure easy access.
- D. All wires and cables connected to the electrical outlets should be neatly organized and managed to maintain a clean and professional appearance;
- E. The use of wire/ cable covers or raceways may be considered to further enhance the aesthetic appeal and safety of the workspace;

- F. The use of raceways or cable trays on the floor for wire and cable routing, however, is strictly prohibited. All wires and cables should be installed using concealed methods, such as the use of cubicle power pole and routing them through the ceiling or walls to ensure a clean and unobstructed floor space, minimizing tripping hazards and maintaining a safe working environment;
- G. Implement a clear and comprehensive tagging system on the main panel board including the old and new electrical connection for easy identification and maintenance of electrical circuits;
- H. Tapping into an existing branch circuit within a specific location is allowed, provided that the circuit is still within its allowable capacity.
- I. All conduits to be used shall be RNC Unplasticized Polyvinyl Chloride (uPVC) Electrical Conduit and shall be in conformance with PNS 14: 1983 Standard Specification for uPVC – Electrical Conduit.
- J. Power Outlets shall be Duplex Type with Ground. For the total number of power outlets to be installed, kindly refer to the attached electrical layout.
- K. To accommodate the new circuits, two new panel boards shall be installed on the 3rd and 5th floor. Each panel board shall contain ten circuit breakers, with each circuit breaker having a specific allowable capacity. The panel boards should be installed in their designated areas as indicated in the attached electrical layout. Moreover, each panel board must have a minimum of two spare circuit breakers for future use.

IV. VOICE AND DATA CABLES

- A. Each workstation shall be equipped with one dedicated two-gang data outlet CAT6A and voice outlet to support internet and telephone connectivity (refer to the attached voice and data layout for 3/F and 5/F). Moreover, each workstation set shall have a dedicated two-gang data outlet and voice outlet positioned in front of the workstation, ensuring a readily available data connection for printers, telephones, and other office equipment requiring internet connectivity;
- B. Neat and organized installation of voice and data cables shall be ensured, properly routed and secured to maintain a clutter-free and professional workspace;
- C. Cable management solutions, such as cable trays, raceways, cubicle power pole or other suitable methods, shall be employed to manage and conceal the voice and data cables effectively.
- D. All voice data cables shall be connected to the main service panel located on the 3rd Floor.
- E. Each set of modular workstations (refer to the attached voice and data layout for 3/F and 5/F) shall have one cubicle power pole that serves as a cable raceway for routing cables to the ceiling and to be connected to their designated service panels. In cases where the workstations have existing columns and walls, surface mounted raceways will be utilized to route the power and data cables to the ceiling and to be connected to their designated service panels. The following is minimum specifications for Cubicle Power Pole:

Particular	Minimum Specification
Cubicle Power Pole	Type: Two-compartment Pole (for electrical wires, and voice and data cables)
	Dimension: 76 mm x 100 mm
	Material: Aluminum or stainless steel
	Quantity: 10 units
<p>F. Telephone cables shall be Telephone Jacketed Wire 22/4, flame retardant, 0.65 MM/4 Conductor, Exceeds ANSI/ TIA 568-C-2, ISO/ IEC 11801 Class E, Double Shield, High Velocity Propagation</p> <p>G. LAN Cables shall be UTP Cable CAT 6, 4 Twisted Pair Unshielded, AWG 24, Polyolefin (PO) Insulation, Suitable for the premise horizontal cable, Gigabit Ethernet, 155 ATM, 622 ATM, NTSC/PAL</p>	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents
(Requirement during the Opening of Bids) and
Documentary Requirements for Post-qualification

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, completed 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 (**Bidding Form Annex A**); and
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) (**Bidding Form Annex B**) 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; and
- (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 (**Bidding Form Annex C**); and
- (h) Conformity with the Technical Specifications under Section VII by signing the bidder’s compliance column of the TOR/Technical Specification and **submission of the following**:
 - 1. production/delivery schedule;
 - 2. manpower requirements/organizational structure; and
 - 3. **Guarantee for after sale services for Services**; and
- (i) Original duly signed Omnibus Sworn Statement (OSS) (**Bidding Form Annex D**); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney 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; and
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form **(Bidding Form Annex E); and**
- (n) Original of duly signed and accomplished Price Schedule(s) **(Bidding Form Annex F).**

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

III. Post-Qualification Requirements:

1. In case only the PhilGEPS Registration Certificate (Platinum Membership) was submitted during the bid opening, submit the certified true copies of the following:
 - (a) 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;
 - (b) 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
 - (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
2. Latest Income/Business Tax Returns;
3. Certificate of PhilGEPS Registration;
4. Pictures of its principal place of business;
5. In case of Goods, submit brochures/prototype/actual sample of the products being offered or in case of Services, concept paper/write-up or description of the services being offered; which must be submitted on the date indicated in the post-qualification letter, addressed to the end-user, and certifies that it is the bidder's official and final offer. Non-submission of this requirement may be a ground for disqualification.
6. In case of procurement for manpower services, proof of contribution/remittance for SSS, Philhealth and Pag-ibig for the last six (6) months from the opening of bid; and
7. Other appropriate licenses and permits required by law as stated in the bidding documents/post-qualification letter.

Bidding Forms

Mandatory Submission of Bidding Forms

ANNEX A

STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

**The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila**

Ongoing, completed or awarded but not yet started projects for the period: last two (2) years, where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

ANNEX B

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila

Single Largest Completed Contract (SLCC) for the period: last two (2) years, where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

Annex C

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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]

Annex D

Omnibus Sworn Statement *[shall be submitted with the Bid]*

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]

Annex E

**Bid Form for the Procurement of Goods and Services
[shall be submitted with the Bid]**

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 to *[supply/deliver/perform]* *[description of the Goods]* 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 Amount and Purpose of Agent Currency/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: _____

Annex F

Price Schedule for Goods Offered from Abroad *[shall be submitted with the Bid if bidder is offering goods from Abroad]*

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)

Name: _____

Legal Capacity: _____

Signature _____

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

Annex F

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf _____

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (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);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. 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 *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* 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.

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
Department of Energy

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

Witness for DOE
[Position Title]

Witness for Supplier
[Position Title]

Helen C. Roldan
OIC – Chief, Accounting Division
Witness

Acknowledgment

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