



**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

Facsimile: (02) 8541-4105

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**BIDDING DOCUMENTS**

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**15<sup>th</sup> PB CY 2024 – (RE-BIDDING) SERVICES FOR THE FOR  
RENOVATION OF EXISTING OFFICE SPACE CY2024**

(Purchase Request No. 02-0151-2024-01-0016)

**6<sup>th</sup> Edition  
July 2020**

***Section I. Invitation to Bid***



**(RE-BIDDING) SERVICES FOR THE RENOVATION OF EXISTING OFFICE SPACE FOR CY2024**

1. The **Department of Energy (DOE)** is undertaking **(Re-Bidding) Services for the Renovation of Existing Office Space for CY 2024** and intends to apply the sum of **Php5,800,000.00** 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. 02-0151-2024-01-0016**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DOE now invites bids **(Re-Bidding) Services for the Renovation of Existing Office Space for CY 2024**. Delivery of the Goods and Services is **One Hundred Twenty (120) 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 [esangalang@doe.gov.ph](mailto:esangalang@doe.gov.ph), [marcuevas@doe.gov.ph](mailto:marcuevas@doe.gov.ph), [jlabad@doe.gov.ph](mailto:jlabad@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):

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name:	:	DOE Trust Fund
Account Number	:	0052-1155-58
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](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto: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 **20 July 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 **08 August 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 22 August 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 22 August 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 **22 August 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](mailto:bacsecretariat@doe.gov.ph)

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

Website: [www.doe.gov.ph](http://www.doe.gov.ph)

(SGD)

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**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 **(Re-Bidding) Services for the Renovation of Existing Office Space for CY 2024** under **Purchase Request No. 02-0151-2024-01-0016**.

### **2. Funding Information**

2.1. The GOP through the source of funding from GAA for **FY2024**, in the amount of **Php5,800,000.00**

### **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 20 December 2024**. 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"> <li>a. Provision of Services for Renovation and Maintenance of Office Spaces.</li> <li>b. Completed within <b>two (2) years</b> prior to the deadline for the submission and receipt of bids</li> </ul>
7.1	Subcontracting is not allowed
<b>10.1</b>	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – <b>Department of Energy</b> 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"> <li>a. Not less than <b>Php116,000.00</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. Not less than <b>Php290,000.00</b> if bid security is in Surety Bond.</li> </ul>
15.	Each Bidder shall submit <b>one (1) original</b> and <b>two (2) copies</b> 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><b>Delivery and Documents –</b></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: <b>Dir. Patrick T. Aquino, CESO III</b></p>
	<p><b>Delivery and Documents</b></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><b>Packaging</b></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

The terms of payment shall be as follows:

**TERMS OF PAYMENT**

CLIENT agrees to pay the CONTRACTOR an Inception fee equivalent to fifteen (15%) percent of the Contract Price, upon CLIENT's receipt from the CONTRACTOR of the submitted deliverables based on the Table below. The parties agree that received from the CLIENT shall be used and applied only to expenses related to the project.

CLIENT shall pay the CONTRACTOR on a progress billing, based upon the work accomplishment of the CONTRACTOR indicated in the Table below and accepted by CLIENT through the issuance of Certificate of Acceptance.

No.	Activity	Schedule of deliverables upon receipt of Notice to Proceed	Deliverables	Payment Schedule
A	Inception Meeting with the presentation of the construction schedule in Gantt Chart format including manpower and equipment schedule including proposed 2D and 3D mock-up layout and walk through.	10 calendar days	Approved Inception Report, construction schedule, and layout.	15%
B	Renovation Update Report including the presentation of materials to be installed with <b>at least 35% of the scope of work is accomplished based on the submitted and approved construction schedule.</b>	30 calendar days	Approved report and materials	30%
C	Midterm Update Report including accomplishments, pending activities and targets with <b>at least 70% of the scope of work is accomplished based on the submitted and approved construction schedule.</b>	90 calendar days	Approved midterm report and targets	30%

	E	Final Report and <b>100% of the scope of work is accomplished based on the submitted and approved construction schedule.</b>	120 calendar days	Approved final report and Project Acceptance Certificate	25%
<p>The warranty retention fee deducted from the total contract price will be indicated in the bid documents. Refundable upon the expiration of the twelve (12) months warranty period of the fabricated and installed items. Payment mode will be through List of Due and Demandable Accounts Payable - Advice to Debit Accounts (LDDAP-ADA)</p>					
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.

<b>Lot No.</b>	<b>Item</b>	<b>Delivery</b>
1	(Re-Bidding) Services for the Renovation of Existing Office Space for CY 2024	<b>One Hundred Twenty (120) Days upon receipt of Notice to Proceed</b>

## **Section VII. Technical Specifications/ Terms of Reference**

<b>DEPARTMENT OF ENERGY</b>			<b>Bidder's Compliance</b>
<b>QTY</b>	<b>DESCRIPTION</b>	<b>BUDGET FOR THE CONTRACT</b>	
<b>1 LOT</b>	<b>PROCUREMENT OF SERVICES FOR THE RENOVATION OF EXISTING OFFICE SPACE</b>	<b>PHP 5,800,000.00</b>	
<b>TERMS OF REFERENCE</b>			
<b>I. BACKGROUND</b>			
<p>The <b>Department of Energy</b> (DOE) as <b>CLIENT</b> needs the services of a competent and duly licensed <b>CONTRACTOR</b> to handle the renovation/modernization of the EUMB Office to have good representation towards its clients by creating a streamlined work environment.</p>			
<b>II. APPROVED BUDGET FOR THE CONTRACT (ABC)</b>			
<p>DOE has an available budget amounting to <b>FIVE MILLION EIGHT HUNDRED PESOS (Php5,800,000.00)</b>, inclusive of all applicable government taxes, fees and charges to complete the project.</p>			
<b>III. PROJECT DURATION AND CONSTRUCTION SCHEDULE</b>			
<p>The duration of this project is one hundred twenty (120) calendar days from the date of receipt of the Notice to Proceed (NTP). The <b>CONTRACTOR</b> shall work continuously, with at least 24 hours a day or 3 shifts per day, including holidays, Saturdays, and Sundays. The <b>CONTRACTOR</b> should refrain from engaging in noisy activities during regular office hours.</p>			
<p>The renovation works must be completed as per the time scheduled set under the Terms of Reference. The <b>CONTRACTOR</b> is to provide a detailed work plan on the starting date for mobilizing adequate resources, and construction schedule for the completion of the works. As part of the reporting of progress of the renovation works it is essential that photographic documentation is provided at the completion of each work (before and after).</p>			



#### **IV. QUALIFICATION REQUIREMENTS**

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

- a. Valid permits/licenses of the bidder (certified copy of business registration, place of registration and principal address of business).
- b. PCAB License at least Category "C" for General Building.
- c. List of completed projects similar in nature or with a value of at least Fifty (50%) Percent of the Approved Budget for the Project.
- d. Engaged in the same business for at least five (5) years.
- e. Submission of brochures/manual and other technical data as reference for the CLIENT.

#### **V. SUPERVISION OF RENOVATION WORKS**

The CLIENT is responsible for overseeing the implementation of the renovation in accordance with the Contract arrangements between the CONTRACTOR and CLIENT.

The Bidder is allowed to visit and site inspection the site on the scheduled viewing for all bidders to verify the actual measurements of the area/space for the items that will be fabricated and installed.

The CLIENT has the right to stop the execution of the works under the following circumstances:

- a. In case of defaults or deviations from the As-Built Plans without approval from the CLIENT.
- b. Refusal to carry out work without valid excuse.
- c. Failure to proceed regularly or diligently.
- d. Failure to remove or rectify defective works within the agreed warranty period.

**VI. SCOPE OF WORKS** (list of activities shall be but not limited to the following):

##### ***Mobilization and Demobilization***

The CONTRACTOR upon receipt of the Notice-to-Proceed (NTP) shall immediately conduct the inception meeting, mobilize and transport equipment, materials and labor forces to the site and demobilize or remove the same at the completion of project and level/ clear the site acceptable to the CLIENT. All of which shall

be coordinated with the DOE Security Personnel for proper documentation. Any government property damaged/ accidentally damaged during the renovation works shall be repaired or replaced by the CONTRACTOR.

***Demolition/ Clearing Works***

The CONTRACTOR shall remove or dismantle all existing floors, ceilings, partitions, and other unnecessary items. The dismantling of all unnecessary electrical wirings, LAN cabling, conduits, and devices in the building shall be carried out with care by the CONTRACTOR.

The CONTRACTOR may reuse and recycle materials from the dismantled items such as doors, windows, wall partitions, and other materials. The reuse and recycle of materials are upon approval of the CLIENT.

The CONTRACTOR, at the end of the contract, shall clean the whole area by removing debris, paint spots, excess and spillage, and shall leave the entire premises free from rubbish caused by their work to the satisfaction of the CLIENT without any additional cost. Unnecessary items should be hauled outside DOE premises while reusable items shall be returned to the CLIENT.

***As-Built / Shop Drawing / Interior Designs***

The CONTRACTOR shall provide as-found drawings (floor plans) showing the bare floor and wall layout, and electrical plans. The CONTRACTOR must provide proposed interior wall, floor and ceiling finishes to check conformity of the proposed material installation and to make the necessary adjustments on the drawings (if any). Additional design requirements shall be referred to the CLIENT in coordination with DOE-General Services Division (DOE-GSD).

***Ceiling Works***

*AVR*

The CONTRACTOR must provide details and designs for the ceiling, incorporating a combination of reflective and perforated elements while maximizing the height. The design must also be proportional to the area and including preferred electrical lighting and fixtures.

*Conference 1, Conference 2, and Workspace 2*

The renovation and construction of ceiling using 12mm thick gypsum board with 0.5mm x 19mm x 50mm double furring channels spaced every 405mm on center in both directions, along with cornices and other necessary fasteners and accessories. The design must also be proportional to the area and including preferred electrical lighting and fixtures.

*Workspace 1*

The current ceiling of the office should be replaced and repaired with a T-runner featuring the same pattern in the hallway.

*Reception Area, Workspaces, Pantries, Storages and Tech Room*

The renovation and construction of conventional ceiling using 12mm thick gypsum board with 0.5mm x 19mm x 50mm double furring channels spaced every 405mm on center in both directions, along with cornices and other necessary fasteners and accessories. The design must also be proportional to the area and include preferred electrical lighting and fixtures. The ceiling design should have a minimum height of 3.0 meters; however, it shall not be lower than this.

Sample materials to be used shall be submitted to the CLIENT or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the CLIENT shall mean no delivery and no installation to be done.

**Wall Partitions**

*AVR, Conference 1, and Conference 2*

The CONTRACTOR must provide detailed designs and specifications for wall finishes that incorporate a combination of materials such as laminated sheets, fluted panels, or any other materials that conform to the approved design. Additionally, the design must include soundproofing measures to ensure a comfortable and acoustically controlled environment. Ensure that the chosen materials, patterns, and soundproofing elements are proportional to the designated wall areas. Consider both horizontal and vertical proportions for a balanced design. Drywall should also be installed on the sides of the masonry wall and concrete column to achieve a uniform finish and aesthetic design.

*Reception Area, Workspace, and Storages*

Construction of drywall using 12mm thick Gypsum board with 0.5mm x 75mm metal stud and tracks framing spaced every 405mm on center both ways complete with rubber baseboard and cornice and other necessary accessories.

*Tech Room*

Construction of drywall using 12mm thick Gypsum board with 0.5mm x 75mm metal stud and tracks framing spaced every 405mm on center both ways complete with rubber baseboard and cornice and other necessary accessories. The CONTRACTOR shall include the installation of one-way sliding window using

6mm glass on an aluminum frame complete with accessories. Design should mimic the aesthetic of the existing AVR.

#### *Studio Room*

The CONTRACTOR should soundproof the area, including the necessary walls and doors.

AVR, Conference Rooms, Workspaces, Pantries, Tech Room, Comfort Rooms, and Fire Exits shall be installed with signages using vinyl on acrylic with minimum dimension of 200mm x 50mm.

Sample materials to be used shall be submitted to the CLIENT or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non-approval of materials by the CLIENT shall mean no delivery and no installation to be done.

### ***Doors and Glass Works***

#### *AVR*

The existing glass door currently situated at the EUMB conference area may be repurposed as the main door for the new EUMB Main Conference Room. Additionally, the fixed glass panel, originally part of the door assembly, will be relocated to enhance the aesthetics and functionality of conference 1 and conference 2. The relocation will be executed with careful consideration of design. Installation of swing glass door using 6mm glass on aluminum frame, with complete accessories shall be installed near the hallway 2.

#### *Conference 1 and Conference 2 (3 units)*

Fabrication and installation of pocket type sliding glass door, with fixed glass and fixed transom, using 6mm clear tempered glass and 900 series analog aluminum frame with frosted sticker, provide complete accessories. The existing operable wall shall be repurposed for the divisions of the Small Conference Rooms and shall be relocated with complete functionality. Access solid wood door should be included between Conference 2 and AVR.

#### *Workspace 1*

Installation of glass partition using 4mm glass on aluminum frame with frosted sticker, with complete accessories. Design should mimic the aesthetic of the existing workspace.

#### *Workspace 2 (2 units)*

Fabrication and installation of swing glass door using 6mm glass on aluminum frame with frosted sticker, with complete accessories. Design should mimic the aesthetic of the existing

workspace. Access solid wood door should be included in between Workspace 2 and AVR.

*Studio, Storages (4 units)*

The concealed door design must seamlessly integrate with the overall design theme and color palette of the AVR.

*Exit Door (2 units)*

Fabrication and installation of fire exit single-access metal door with jamb complete with accessories

*Studio, Pantry, Tech Room and middle exit (5 units)*

Fabrication and installation of panel door with jamb complete with accessories

*Reception Area*

Fabrication and installation of glass barrier using 12 mm tempered glass on aluminum frame, complete with accessories. This shall include the installation and attachment of EUMB logo printed/painted/embossed on aluminum metal sheet.

Sample materials to be used shall be submitted to the CLIENT or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non-approval of materials by the CLIENT shall mean no delivery and no installation to be made.

**Floor Finishes**

*AVR, Storages, and Tech Room*

The CONTRACTOR should level the flooring before installing laminated floor tiles.

*Workspaces, Hallways, Reception Area, Conference Rooms, Storages, and Pantries*

The CONTRACTOR should install vinyl tiles (wood mimicri) measuring 36" x 6" x 2mm, matching the existing ones.

Sample materials to be used shall be submitted to the CLIENT or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non-approval of materials by the CLIENT shall mean no delivery and no installation to be done.

**Pantry Works**

Fabrication and installation of pantry counters with granite or resin tops, equipped with a kitchen sink and tap connected to the nearest water supply and discharge outfall. This includes the

fabrication and installation of undercounter and overhead cabinets, along with finishing works. The CONTRACTOR shall prepare and submit shop drawings, including specifications and samples of materials to be used. The CLIENT representative will identify the tapping point for the water line and wastewater.

Submission shall be ahead of time to avoid delays. Non-approval of materials by the CLIENT shall mean no delivery and no installation to be done.

### ***Comfort Rooms***

The replacement of existing tiles and installation of new ones will involve the use of 0.60m x 0.60m x 9.3mm and 0.30m x 0.60m x 9.3mm polished/gloss surface tiles for the flooring and walling, respectively. This project also includes replacing the lavatory, water closet, bidet, liquid soap dispenser, floor drain, facial mirror, cubicle door and entrance. Both the urinals and lavatory are equipped with a sensor flush valve.

### ***Painting Works***

Scope of works shall include the removal of existing paint and application of new paint including surface preparation for ceiling, interior walls and other affected areas.

Sample of materials for surface application shall be submitted to the CLIENT or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non-approval of materials by the CLIENT shall mean no delivery and no installation to be made.

### ***Window Blinds/Curtains***

Fabrication and installation of window blinds/block out curtains that conform to the aesthetic design.

Sample materials for surface application shall be submitted to the CLIENT or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non-approval of materials by the CLIENT shall mean no delivery and no installation to be done.

### ***Electrical Works***

Electrical works shall comprise of the repair, installation and upgrading of lighting, power outlet (duplex type), LAN and Telephone outlets, hand dryers, automatic alcohol dispenser, DOE backlit logo signage, and cables/wires according to the Plan and shall be coordinated with the CLIENT representatives before tapping.

The electrical works shall include rewiring and management of electrical wirings and fixtures, the removal/dismantling of all unnecessary electrical fixtures and accessories, including wires, LAN and Telephone cables, conduits, lighting fixtures, switches, etc.

Materials for the DOE backlit logo signage shall be:

1. White background and illuminated
2. Front: Galvanized sheet, import acrylic
3. Side: Galvanized sheet painting color, stainless steel
4. Inside: Waterproof LED modules
5. Back: PVC/Aluminum composite/galvanized sheet

Dimensions: Approximately: 2400mm (L) x 600mm (H) or to be determined by the CLIENT.

**Details/Major components for lighting and power outlets:**

1. The installation works shall be in compliance with the provisions of the latest edition of the Philippine Electrical Code
2. The wiring to be used shall be 3.5 mm<sup>2</sup> THHN annealed copper, 98% or better conductivity, insulated, 600-volt class type, concealed using wire ducts. There shall be no open wiring, no exposed or dangling wires.
3. Conduits to be used shall be Rigid Non-metallic Conduit (RNC) uPVC Electrical Conduit and shall be in conformance to PNS 14: 1983 Standard Specification for Unplasticized Polyvinyl Chloride (uPVC) – Electrical Conduit.
4. The power outlet shall be Duplex type with ground.
5. Lighting:
  - a. For LED downlight - Daylight, at least 800 lumens
  - b. For T8 LED Tube - Daylight, at least 1100 lumens
  - c. Housing for T8 LED Tube - Recessed Mount, Metal Sheet Housing, Mirrored Reflector
  - d. Switches shall comprise of 1,2, and 3-Gang.

**Details/Major components for LAN and Telephone:**

1. **Telephone Cables shall be:** Telephone Jacketed Wire 22/4, Flame retardant, 0.65mm<sup>2</sup> / 4 Conductor, Exceeds ANSI/TIA 568-C-2, ISO/IEC 11801 Class E, Double Shield, High Velocity of Propagation
2. **LAN Cables shall be:** UTP Cable CAT 6, 4 Twisted Pair Unshielded, AWG 24, Polyolefin (PO) Insulation, Suitable for Premise Horizontal Cable, Gigabit Ethernet, 155 ATM, 622 ATM, NTSC/PAL Component or Composite Video, AES/EBU, Digital Video, RS-422, 250MHz Category 6

3. Conduits to be used shall be Rigid Non-metallic Conduit (RNC) uPVC Electrical Conduit and shall be in conformance to PNS 14: 1983 Standard Specification for Unplasticized Polyvinyl Chloride (uPVC) – Electrical Conduit.
4. There shall be no open wiring/cablings, no exposed or dangling cables.

#### ***Customized and Repair Works***

Scope of work shall include the repair, fabrication and customization of working area, office area, conference, bookshelves, overhead and under counter cabinet, filling cabinets, storage shelves and reception counter. Shelves should be fabricated with a combination of metal and wood dividers. Customization and fabrication work deemed necessary to maximize the utilization of the area/space to fit the personnels, documents, among others.

Sample materials to be used shall be submitted to the CLIENT or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non-approval of materials by the CLIENT shall mean no delivery and no installation to be done.

#### ***Mechanical Works***

Mechanical works shall comprise of installation, removal, and cleaning of existing air conditioning units, installation of ventilation system including exhaust system and relocation of existing air conditioning units to new locations according to the approved plan.

The mechanical works shall include the laying of copper tubing, wiring, circuit breakers, panels, insulation, equipment mounting, leak testing and refrigerant charging of the relocated air conditioning units.

#### **Details/Major components for air conditioning units:**

1. Relocated air conditioning units shall be installed with new copper tubing and with provision of metal bracing for the air conditioning outdoor units.
2. The wiring to be used shall be THHN annealed copper, 98% or better conductivity, insulated, 600-volt class type.
3. There shall be no open or exposed copper tubing/wiring.



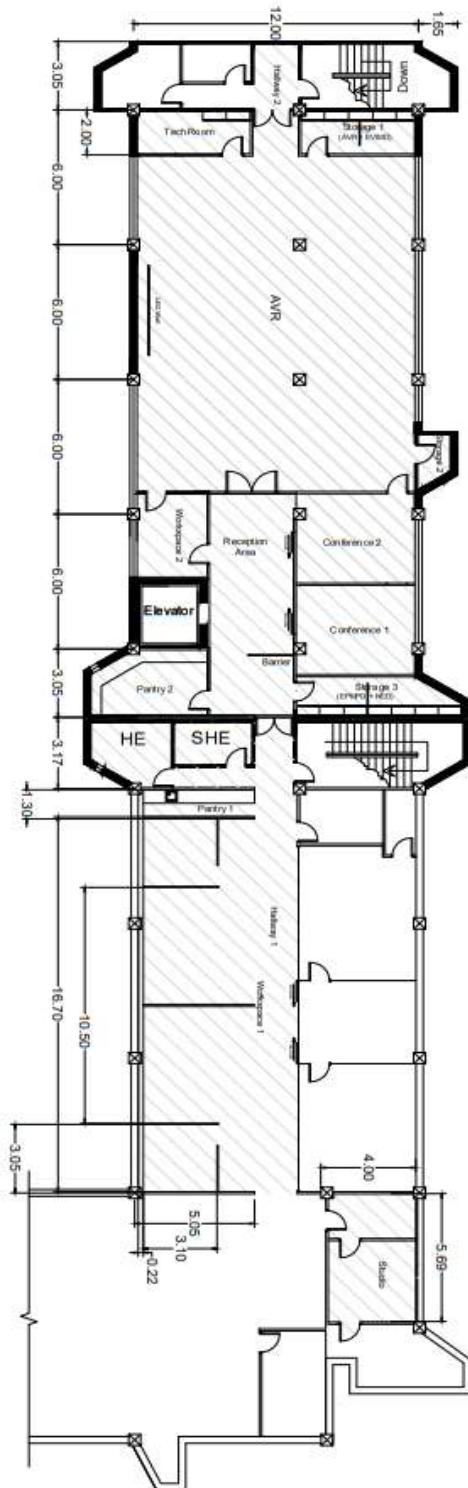
**VII. PENALTY**

A penalty of 1/10 of 1% of the total contract amount shall be imposed on the contractor per day of delay.

**VIII. WARRANTY**

- a. Shall be based on the provisions of RA 9184 and its revised Implementing Rules and Regulations.
- b. Warranty must be at least one (1) year on parts and services upon final acceptance of the project. Likewise, the CONTRACTOR shall cover the warranty of the equipment/ items fabricated, constructed and installed.
- c. CONTRACTOR shall warrant that all components are new, no defects, tested and in accordance with the approved specifications by the CLIENT.
- d. For a period as stated in the Contract, after the issuance of the Certificate of Final Acceptance of the works by the CLIENT, the CONTRACTOR warrants the works against all defects by CLIENT in writing, within said period shall be repaired or replaced by the CONTRACTOR.
- e. The CONTRACTOR shall undertake at his own expense all repairs and/or replacements of materials, facilities and equipment or parts thereof which are found to be defective, inferior, and not in accordance with the agreement which are brought to the attention of the CONTRACTOR within thirty (30) days from discovery thereof and within one (1) year after final acceptance of the work by CLIENT.

**3/F, MAIN BLDG.**



Space Name	AREA (sq m)
Hallway 1	4.0000
Hallway 2	35.6800
Storage 1	9.0443
Storage 2	2.8900
Storage 3	11.9500
AVR	178.6500
Fresh Corrn Rm	8.8563
Conference 1	19.5880
Conference 2	20.6000
Reception Area	35.1900
Parity 1	6.6000
Parity 2	13.4300
CR SHE	6.2700
CR HE	8.5500
Workspce 1	77.7400
Workspce 2	10.8900
Studio	21

## ***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]*

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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]**

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**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

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(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]*

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**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]*