



**DEPARTMENT OF ENERGY**

(Kagawaran ng Enerhiya)

**Procurement Management Division**

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

Global City, Taguig City, Philippines 1632

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**BIDDING DOCUMENTS**

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**2<sup>ND</sup> EPA CY2025 – EARLY PROCUREMENT ACTIVITIES OF  
DOE’S OUTSOURCED MANPOWER SERVICES  
PROVIDER FOR CY2025**

(Purchase Request No. 02-0101-2025-EP-0006/ 02-0151-2025-EP-0007)

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

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



**EARLY PROCUREMENT ACTIVITIES OF DOE'S OUTSOURCE MANPOWER SERVICES PROVIDER FOR CY2025**

1. The **Department of Energy (DOE)** is undertaking **Early Procurement Activities of DOE's Outsource Manpower Services Provider for CY2025** and intends to apply the sum of **Php76,000,000.00** that will be sourced from the **FY 2025 GAA**, being the Approved Budget for the Contract (ABC) to payments for the contract under **Purchase Request No. 02-0101-2025-EP-0006/ 02-0151-2025-EP-0007**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

This procurement is for one (1) Lot with two (2) Sub-lot, and bidder is required to bid for all the items under this procurement. The award of contract is subject to the effectivity of GAA for FY 2025, and release of Special Allotment Release Order (SARO).

<b>Particulars</b>	<b>Approved Budget Contract per Sub-lot</b>
Sub-lot 1: Outsourced Manpower Services under Regular Fund (Fund 101)	Php51,000,000.00
Sub-lot 2: Outsourced Manpower Services under Locally Funded Projects (Fund 151)	Php25,000,000.00
<b>Total ABC:</b>	<b>Php76,000,000.00</b>

2. The DOE now invites bids for **Early Procurement Activities of DOE's Outsource Manpower Services Provider for CY2025**. Delivery of the Goods and Services is **Fifteen (15) 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 [ilabad@doe.gov.ph](mailto:ilabad@doe.gov.ph), [marcuevas@doe.gov.ph](mailto: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
<b>New Account No.</b>	:	<b>3982-1098-59</b>
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 **28 November 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 **Php50,000.00**.

The Department of Energy will hold a Pre-Bid Conference on **12 December 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 09 January 2025** 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 09 January 2025**. 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 **09 January 2025** 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 **Early Procurement Activities of DOE's Outsource Manpower Services Provider for CY2025** under **Purchase Request No. 02-0101-2025-EP-0006/ 02-0151-2025-EP-0007**.

### **2. Funding Information**

2.1. The GOP through the source of funding from GAA for **FY2025**, in the amount of **Php76,000,000.00**

### **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 09 May 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"> <li>a. Similar contract related to the services of outsourced manpower</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>Php1,520,000.00</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>Php3,800,000.00</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>Ms. Maria Cecilia Sofia P. Baldos – Chief, AS-HRMD</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</p>

transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

### **Transportation**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

### **Intellectual Property Rights –**

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><b>SCHEDULE OF PAYMENT</b></p> <p>Payment shall be made as per schedule under the TOR and will be processed and paid upon completion of all deliverables and issuance of end-user's acceptance certificate and submission of complete documents. Payment is through check payment and is subject to usual government budgeting auditing, and accounting procedures.</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	Early Procurement Activities of DOE's Outsourced Manpower Services Provider for CY2025  Sub-lot 1: Outsourced Manpower Services under Regular Fund (Fund 101)  Sub-lot 2: Outsourced Manpower Services under Locally Funded Projects (Fund 151)	<b>Fifteen (15) Calendar Days upon receipt of Notice to Proceed</b>

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

<p><b>TERMS OF REFERENCE (TOR)</b>  <b>Outsourced Manpower Services Provider (2025)</b>  <b>Human Resource Management Division (HRMD)</b>  <b>ABC: Seventy-Six Million Pesos</b>          (PhP 76,000,000.00)</p> <p><b>I. BACKGROUND</b></p> <p>The <b>Department of Energy (DOE)</b>, hereunto referred to as the <b>CLIENT</b>, needs the services of a duly licensed/registered, capable, competent, and stable Manpower Service Provider, hereunto referred to as the <b>CONTRACTOR</b>, shall provide the needed support/outsourced personnel that will be assigned to the various units of the <b>CLIENT</b>. Attached is the list of the identified support/outsourced personnel positions and their assigned posts with the corresponding qualifications and salary grades.</p> <p><b>II. GENERAL OBJECTIVE</b></p> <p>1. This procurement consists of One (1) Lot with two (2) Sublot, as follows:</p> <p style="padding-left: 20px;">1.1. Sub-lot 1: Outsourced Manpower Services under Regular Fund</p> <p style="padding-left: 40px;">1.1.1. Total Number of Personnel: 129 manpower</p> <p style="padding-left: 40px;">1.1.2. Approved Budget for the Contract: PhP 51,000,000.00</p> <p style="padding-left: 40px;">1.1.3. The award is subject to the Approval of CY 2025 General Appropriation Act.</p> <p style="padding-left: 20px;">1.2. Sub-lot 2: Outsourced Manpower Services under Locally Funded Projects (Fund 151)</p> <p style="padding-left: 40px;">1.2.1. Total Number of Personnel: 48 manpower</p> <p style="padding-left: 40px;">1.2.2. Approved Budget for the Contract: PhP 25,000,000.00</p> <p style="padding-left: 40px;">1.2.3. The award is subject to the release of Special Allotment Release Order for CY 2025 Locally Funded Projects.</p> <p>2. Services shall cover the driving/chauffeur, administrative, encoding, computer, and technical support requirements of the <b>CLIENT</b> as identified in the attached Annex "A", Total Manpower Requirement Per Position based on the manpower need per Lot.</p>	<p><b>Bidder's Compliance</b></p>
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3. The initial total human resource pool requirement of the **CLIENT** may be increased, based on the needs of each Lot and in the exigencies of the service.
4. The **CLIENT** reserves the right to adjust or realign budgetary allocation of certain vacated positions due to the incumbent's separation or absorption as permanent/coterminous DOE employee. Said adjustment or realignment shall be made by converting a vacant position to lower position/s thereby distributing the budgetary allocation for such position. This may result to additional positions, provided that the total financial requirement, regardless of the total number of positions, remains within the approved Contract Price.
5. The Agreement Contract shall be for one (1) year, effective 01 January 2025 to 31 December 2025. However, the final contract period and total contract amount will depend on the issuance of the Notice of Award (NOA) and/or Notice to Proceed (NTP), based on existing accounting, auditing, and procurement guidelines.
6. The **CLIENT** shall evaluate the **CONTRACTOR's** work performance every six (6) months. The passing rate of work performance is at least Satisfactory.
7. The Contract Price shall be maintained, except if there is a need for it to be adjusted, increased, or updated in consideration of the following:
  - a. Government-mandated increases in minimum wages, Cost of Living Allowance (COLA) and other benefits as authorized/issued by the concerned government entities including, but not limited to, the certain corresponding increase/s in premiums or contributions of Social Security System (SSS), Employment Compensation (EC), PhilHealth, and Pag-IBIG.; and shall strictly follow the provisions of Bureau of Internal Revenue's (BIR's) 12% Value Added Tax (VAT), as certified/endorsed by the **CLIENT's** Human Resource Management Division for implementation.
  - b. inclusive of all supervision and management expenses and logistical costs. **CONTRACTOR's** discretion in setting or computing the administrative fee, but this should not affect the computation of the mandatory benefits and other remuneration, based on the latest government issuances.
  - c. additional work (or Overtime Work) required and approved by the **CLIENT**, including reimbursements, or deductive work (undertime, absences, and other related deductions). The total



of additive work or deductive work shall be based on the unit cost specified in the contract;

- d. payment of overtime and/or reimbursements may also be charged against the savings generated from undertime and absences of outsourced manpower. Payment of overtime and/or reimbursement may also be charged against other budget sources in compliance with existing accounting and auditing rules and regulations;
- e. increases in the number of human resource requirement of the **CLIENT**, as deemed necessary in compliance with certain issuances of oversight agencies and other agencies, such as, but not limited to, the Civil Service Commission (CSC), Department of Budget and Management (DBM), Commission on Audit (COA), among others.
- f. Funding for the purpose of increase/adjustment shall be sourced by the **CLIENT's** Budget Division from the respective units/projects where the additional human resource pool shall be assigned, or any other allocations available, subject to existing accounting and auditing rules and regulations.

### III. **MANPOWER**

- 1. The **CONTRACTOR's** personnel are mandated to report for work, five (5) days in a week (Mondays to Fridays), eight (8) hours a day, exclusive of one (1) hour lunch break, unless requested to extend, as may be necessary.
- 2. The **CONTRACTOR's** personnel shall observe the work schedule of the **CLIENT**, including work suspension as well as special and non-working holidays, and other-related work announcements/issuances declared by the **CLIENT**, the Office of the President, or other authorized government agencies/offices.
- 3. Alternative Work Arrangements (AWAs) being observed by the **CLIENT** are not applicable to the **CONTRACTOR's** personnel, unless the **CLIENT** declares so, or based on the prerogative of the **CLIENT**.
- 4. The **CONTRACTOR's** personnel shall receive full salary for the day when there is a work suspension and/or holiday and/or other-related work announcements/issuances, subject to existing accounting and auditing rules and regulations.
- 5. Should the **CONTRACTOR's** personnel's tasks require them to go on Field Work or Overtime Work, they shall be allowed to undergo such, provided that complete documentations are made,

and proper approvals are secured from their immediate supervisors, including their concerned officials.

6. Services rendered out of regular working hours must be duly authorized by **CLIENT** to be rendered by the **CONTRACTOR's** personnel. As the case may be, the **CONTRACTOR** shall charge the **CLIENT** with overtime premium and/or holiday pay, whenever applicable.
7. Guidelines and procedures for the processing/billing of overtime pay shall be in accordance with existing rules and regulations of the **CLIENT**, subject to applicable labor laws, and accounting and auditing rules and regulations.
8. Services rendered outside of the **CLIENT's** offices or during field work must be duly authorized by the **CLIENT**. Reimbursement may be made by the **CONTRACTOR's** personnel in accordance with the **CLIENT's** guidelines, existing labor laws, and accounting and auditing rules and regulations.
9. The **CONTRACTOR's** personnel are exclusive employees of the **CONTRACTOR** and there exists no employer-employee relationship between the **CONTRACTOR's** personnel and the **CLIENT**. As such, claims of any nature, financial or otherwise, by the **CONTRACTOR's** personnel arising out of and/or in connection with their employment by the **CONTRACTOR** shall be the sole responsibility of the **CONTRACTOR**. Services rendered by the personnel of the **CONTRACTOR** while detailed in the **CLIENT's** office shall not be credited as government service.

#### **IV. SCOPE OF WORKS**

1. The **CONTRACTOR** shall provide the human resource pool requirements of the **CLIENT** with its specified Qualification Standards per position, specified in the attached Annex "B".
2. The human resource pool shall perform the tasks of the position in order to support the growing demands of the **CLIENT's** stakeholders and shall be assigned to the different offices of the **CLIENT**, (a) the DOE Head/Main Office, (b) DOE Luzon Field Office, (c) DOE Visayas Field Office, and (d) DOE Mindanao Field Office.
3. The **CONTRACTOR** shall provide the **CLIENT** with highly qualified and competent personnel, as duly screened/recommended by the **CLIENT**.
4. The **CLIENT** has the prerogative to select which among the **CONTRACTOR's** human resource pool shall be chosen for hiring.

5. The **CLIENT** also has the prerogative to endorse its own chosen personnel to the **CONTRACTOR**, for hiring. Said endorsed personnel of the **CLIENT** shall still undergo the pre-employment requirements, including medical requirements, of the **CONTRACTOR**.
6. Existing outsourced manpower of the **CLIENT** shall be absorbed by the **CONTRACTOR**, based on a recommendation issued by the **CLIENT**.
7. The **CONTRACTOR** shall ensure that its personnel assigned to the **CLIENT** are thoroughly screened as to the qualification standards, moral character, and other employment requirements, and who have submitted to the **CONTRACTOR** their respective clearances, especially their valid medical clearances, drug test clearances, and NBI clearance, from pertinent agencies and establishments.
8. The **CONTRACTOR** shall ensure that its personnel assigned to the **CLIENT** have no relatives within the 3<sup>rd</sup> degree of consanguinity or affinity. A certificate attesting to any familial relationship must be required by the **CONTRACTOR** for each assigned personnel. Furthermore, any misrepresentation, omission, or falsification of information regarding familial relationships will result in the immediate termination of the assigned personnel.
9. Electronic copies of the original documents of the chosen personnel's profile, 201 file, resume, medical and drug test certificate, and other clearances and employment documents shall be made available by the **CONTRACTOR** to the **CLIENT**, upon the latter's request.
10. Exempted from the said documentation/requirements for hiring are the immediate relievers to be assigned for not more than three (3) days in **CLIENT's** premises but who shall present, upon reporting, an endorsement letter duly signed by **CONTRACTOR** or its authorized Human Resource Officer.
11. On peculiar cases, such as maternity leave, relievers may be assigned for more than three (3) days, but must submit documentation and pre-employment requirements for temporary deployment.
12. The hiring of the personnel for this Contract shall be coterminous with the Contract Coverage Period (CCP) unless the concerned personnel have been recommended for cessation of services for committing violations stipulated in *Policies and Guidelines on the Proper Decorum and Behavior for Outsourced Manpower Personnel (Annex "C")* or other related provisions of this Contract

or due to unsatisfactory performance or due to any legal cause or reason.

13. In which case, **CONTRACTOR** shall properly inform **CLIENT**, or vice versa, in writing on any movement and/or replacement and/or cessation of service of its worker/s assigned to the **CLIENT** and the reason/s or purpose for its actions in pulling out or rotating out from **CLIENT's** premises the concerned worker/s due to established offenses or unsatisfactory performance or any legal cause.
14. **CONTRACTOR's** personnel who are hired by the **CLIENT** as its permanent employee shall be exempt from the 30-day requirement of filing resignation from the **CONTRACTOR**. The **CONTRACTOR** shall provide assistance to the said hired personnel for a smooth transition from outsourced manpower to a permanent employee of the **CLIENT**.
15. **CONTRACTOR** shall provide Occupational Safety and Health Standard (OSHS) and/or the Basic Occupational Standard and Health (BOSH) seminars/training to all outsourced manpower and abridged Theoretical Driving Course and Defensive Driving Course to all drivers and chauffeurs within three (3) months upon commencement of the contract.
16. If an outsourced personnel attended said seminar/training within the year 2025, this will be considered compliance with the requirement of Item 14. However, if an outsourced personnel attended earlier than 2025, a refresher course is required, and if no training at all, a complete OSHS and/or BOSH is required.
17. Training Certificate must be provided by the **CONTRACTOR** to its manpower as proof of attendance. Training programs and instructors must be accredited by DOLE/TESDA/LTO, as the case may be.
18. Further, **CONTRACTOR** shall provide its workers a complete set of uniform to be worn from Monday to Thursday. The total cost of the uniforms shall be for **CONTRACTOR's** own account and shall not be charged to its workers. It is the **CONTRACTOR's** responsibility to ensure that all outsourced manpower personnel reports to work in proper uniform including identification card through routine checks and on-the-spot audits. The design of the uniform shall be for approval of the **CLIENT**.

**V. RESPONSIBILITIES / OBLIGATIONS**

**1. CONTRACTOR**

- a. Timely payment of monthly wages and remittances of premium contributions to SSS, EC, PhilHealth, and PAG-IBIG of personnel assigned at the **CLIENT**'s office and issuance of Pay Slip to each individual outsourced employee showing the breakdown or details of payments and deductions.
- b. The **CONTRACTOR** is required to conduct a regular meeting with the **CLIENT** in the Main Office and once a year. Visit/Meeting to the **CLIENT**'s Field Offices, together with the **CONTRACTOR**'s Account Manager and Human Resource (HR) representative, or as often as necessary, for smooth implementation of activities and/or to discuss problems which may arise and to come up with resolution/s to address issues/concerns to improve systems/operations.
- c. Guidelines and Timelines for the processing of Overtime, Reimbursements, and Regular Billing.
- d. Provide replacement of qualified outsourced personnel, if necessary, upon recommendation/approval of the **CLIENT**.
- e. Honor the Contract and related agreements, as the case maybe.
- f. Assign a dedicated Coordinator who shall be stationed in the **CLIENT**'s premises to oversee their employees and one who shall coordinate with **CLIENT**'s concerns.
- g. The **CONTRACTOR** agrees to assume full responsibility for the act and conduct of its workers assigned at **CLIENT**'s premises and guarantees that said workers shall continue to report in their assigned work areas as long as their services are needed by **CLIENT**.
- h. The **CONTRACTOR** shall strictly prohibit its workers to stay-in or live-in the **CLIENT**'s premises during their off-schedule, except during highly exceptional situations as determined by **CLIENT**.
- i. It is agreed upon that the **CLIENT** has the right to reject any worker who is not acceptable to **CLIENT**. It is likewise agreed upon that whenever **CLIENT** communicates to **CONTRACTOR** its need for a replacement of worker due to established offenses as stipulated in the *Policies and Guidelines on the Proper Decorum and Behavior for Outsourced Manpower Personnel*, the same shall be

accomplished or served by **CONTRACTOR** immediately, and not later than three (3) days from receipt of such communication. For purposes of this paragraph, **CONTRACTOR** likewise guarantees that the workers it shall assign to **CLIENT** shall observe proper order and decorum and comply strictly with the Rules and Regulations pertaining to **CONTRACTOR's** workers' offenses.

- j. If, at any time, **CONTRACTOR** fails or refuses to provide the required number of workers herein, **CLIENT** shall have the right to terminate this Contract summarily without prejudice to such other remedies it may exercise or bring against **CONTRACTOR**.
- k. In case a **CONTRACTOR's** worker caused the breakdown or destruction of equipment, machine, or property of the **CLIENT**, repair or replacement of such equipment, machine, or property shall be imposed against the **CONTRACTOR**, after an investigation has been fairly conducted by both **PARTIES**.

## 2. CLIENT

- a. Award/Payment of the contracted price (complete with the proper/approved documents), within the specified time frame of the government process/procedure, including any related overtime pay or reimbursements for those with complete and approved documentary requirements in accordance with the **CLIENT's** guidelines.

## VI. INSURANCE / SECURITIES

- 1. The **CONTRACTOR** shall also submit to the **CLIENT** within ten (10) days from signing of the Contract the following additional bonds and securities issued by the GSIS and/or any surety insurance companies duly registered/accredited by the Insurance Commission:
  - a. Liability Insurance to cover bodily injuries at P100,000.00 per person per accident for a total of P500,000.00 aggregate per accident and for property damage at P1,000,000.00 aggregate per accident for a grand total of P1,500,000.00 Comprehensive General Liability (CGL) insurance; and,
  - b. Labor Bond/Security in the amount equal to 100% of the Total Labor Cost under this Contract to answer for the wages due the employees should the **CONTRACTOR** fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines.

2. **CONTRACTOR** non-performance of the required responsibilities, deliverables and non-compliance to the minimum performance standard can be considered as a ground for the imposition of liquidated damages and/or blacklisting as provided under the applicable provisions of Republic Act 9184, its IRR or related issuances of the Government Procurement Policy Board.

**VII. COMPONENT OF CONTRACT COST (Refer to Bid Detail Form)**

1. Daily Wage Rate including COLA.
2. 13<sup>th</sup> Month Pay.
3. All declared holidays of 2025.
4. Five (5) Days Incentive Leave.
5. Premiums for SSS, PhilHealth, ECC, Pag-IBIG (based on the latest government issuance/s).
6. **CONTRACTOR** will provide three (3) uniform designs for the **CLIENT** to choose one (1) design for implementation.
7. Administrative/Overhead/Profit Cost (in accordance with the provisions of RA 9184 and its revised IRR).
8. 12% Value Added Tax (VAT).
9. All other benefits provided by law.

**VIII. BILLINGS AND PAYMENTS**

1. The **CONTRACTOR** to submit on or before the 2nd day of the following month, or as per agreed realistic timeline between **CLIENT** and **CONTRACTOR** its bill on services rendered for the preceding month and accompanied by a Sworn Affidavit by the **CONTRACTOR** to the effect that it has paid all the wages and benefits of the concerned outsourced personnel detailed to the **CLIENT**, in accordance with the existing laws, including the remittance of premiums for SSS, EC, Pag-IBIG, and PhilHealth monthly contributions. The **CONTRACTOR** shall submit as proof the official copy of their monthly remittance to said offices reflecting the names of their personnel assigned to the **CLIENT**.
2. The **CLIENT** shall not process any billing submitted without the foregoing documents. Any personnel provided by the **CONTRACTOR** under whose services are utilized for more than eight (8) hours a day and/or outside their regular time of works when requested by the **CLIENT** shall be paid his/her daily regular

rate, plus overtime, as the case maybe, based on the premium rates as provided under the Labor Code.

3. The **CLIENT** shall process the payments within fifteen (15) working days, or as per agreed realistic timeline between **CLIENT** and **CONTRACTOR**, upon submission by the **CONTRACTOR** of all required documents to be attached to the vouchers. All penalties shall be deducted from the billings for the pertinent period.
4. The **CONTRACTOR** shall provide a monthly pay slip to the outsourced personnel of the **CLIENT**, and the same shall be made available upon formal request of the **CLIENT**.

**IX. BEHAVIOUR OF THE OUTSOURCED PERSONNEL AT THE CLIENT'S PREMISES**

All of **CONTRACTOR's** personnel shall strictly comply with the provisions of *Guidelines on the Proper Decorum and Behavior for Outsourced Manpower Personnel*, (Annex "C"), and the **CLIENT's** company rules, policies and guidelines.

**X. PERMITS AND LICENSES**

1. The **CONTRACTOR** warrants to obtain and to maintain all necessary permits and licenses required by the national or local officials, or by the civilian or military authorities, in order to continue operating legally, as may be applicable.
2. The **CONTRACTOR** should meet the following requirements:
  - a. Duly registered with the Department of Labor and Employment (DOLE).
  - b. Duly registered with the Bureau of Internal Revenue (BIR).
  - c. For sole proprietorship, duly registered with the Department of Trade and Industry (DTI).
  - d. For corporations and partnerships, duly registered with the Securities and Exchange Commission (SEC).
  - e. Must be an active employer registered with the following agencies:
    - Social Security System (SSS),
    - Home Development Mutual Fund (Pag-IBIG Fund), and
    - Philippine Health Insurance Corporation (PHILHEALTH).



**XI. TAXES, DUTIES, FEES, OTHER LEGAL EXTRACTIONS**

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

**XII. SETTLEMENT AND LITIGATION**

Amicable settlement of disputes is hereby encouraged. However, if either **CLIENT** or **CONTRACTOR** shall take judicial action, the venue shall be laid exclusively with the proper courts in Taguig City, with the exclusion of other courts, and the writs of attachment, injunction, replevin, seizure, etc., issued thereby may be served and enforced anywhere in the Philippines.

**XIII. TERMINATION OF CONTRACT**

1. The **CLIENT** reserves the right to rescind, terminate, or abrogate the Contract with the **CONTRACTOR** in any of, but not limited to, the following instances:
  - a. Negligence on the part of the **CONTRACTOR** resulting in material and financial losses to the government.
  - b. **CONTRACTOR's** submission of falsified or forged license/permit as well as other falsified documents and reports.
  - c. Engagement by the **CONTRACTOR** or any of its personnel assigned to the **CLIENT** in activities that are dangerous to the public safety and welfare or inimical to the national security, e.g., holding sit-down strikes or rallies at the **CLIENT's** premises and related activities.
  - d. Report or display of discourtesy and rudeness by any of the **CONTRACTOR's** personnel.
  - e. **CONTRACTOR's** non-compliance with the minimum wage of the salary of the personnel assigned at the **CLIENT** and/or non-remittance of monthly premiums for SSS, Philhealth, EC, and Pag-IBIG contributions.
  - f. Breach of obligation and the terms and conditions under this Contract.

#### **XIV. RESERVATION CLAUSE**

1. The **CONTRACTOR** is aware that the **CLIENT** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of a private corporation.
2. The **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract, may be amended accordingly, to enable the **CLIENT** to comply with such requirements, within the specified timeframe as required under said R.A. No. 9184 and its Revised IRR.
3. For its part, the **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in the most equitable manner consistent with good faith.

#### **XV. TECHNICAL REQUIREMENTS OF A CONTRACTOR**

1. Proof of monthly remittances of premium contributions to SSS, EC, PhilHealth, and Pag-IBIG that were deducted/collected by the **CONTRACTOR** from the monthly salaries of its staff covering the six (6)-month period prior to the date of the Public Bidding. The actual payments or remittances of these monthly premiums had been done within two (2) months from actual collection/deduction from the salaries of the **CONTRACTOR's** personnel.\*
2. DOLE/NLRC Certificate that the company has no unfavorable decision for violation of labor law and minimum wage law for the past six (6) months \*
3. Proof of 12% VAT payment to BIR made prior to the date of Public Bidding covering the past six (6) months through the Electronic Payment Filing System (EPFS) \*
4. Latest Income and Business Tax Returns for the preceding year.
5. Copy of Certificate for the Occupational Safety and Health Standard (OSHS) and/or the Basic Occupational Standard and Health (BOSH) seminars/training from DOLE/TESDA of the **CONTRACTOR's** bonafide/authorized employee, as required under Rule 1030 of the OSHS, as amended/issued by the DOLE.\*
6. Proof that the **CONTRACTOR** has been in the business of operating as a service provider for at least ten (10) years and has provided manpower outsourcing to at least one National Government Agencies (NGAs), Government Financial Institutions (GFIs), and Government-Owned and Controlled Corporations (GOCCs) for at least one (1) year within the last five (5) years.

7. Certificate of Registration, pursuant to DOLE Department Order 174, series of 2017.\*

8. To guarantee quality/best HR practices and quality/best practices for service contractors, must be affiliated with the People Management Association of the Philippines (PMAP) or other related HR Solutions/Services; and the Philippine Association of Legitimate Service Contractors (PALSCON) or other DOLE Accredited Service Contractor Association.

Must provide a Certificate of membership/registration in PMAP or other HR Solutions/Services; and PALSON or other DOLE Accredited Service Contractor Association.\*

**\* Post-qualification Requirements**

***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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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]*