



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

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

Global City, Taguig City, Philippines 1632

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

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BIDDING DOCUMENTS

***PROCUREMENT OF SERVICES FOR THE
CONCEPTUALIZATION, EDITING AND LAY-OUTING
OF INFORMATION MATERIALS FOR THE
IMPLEMENTATION OF THE ENERGY EFFICIENCY ACT***

(Purchase Request No. 02-0101-2021-03-0032)

6th Edition

July 2020

Section I. Invitation to Bid



INVITATION TO BID FOR THE *Procurement of Services for the Conceptualization, Editing and Lay-Outing of Information Materials for the Implementation of the Energy Efficiency Act*

1. The *Department of Energy*, through the *General Appropriations Act of 2021* intends to apply the sum of **Php600,000.00** that will be sourced from the **GAA for FY 2021**, being the Approved Budget for the Contract (ABC) to payments under the contract for **PR No. 01-0101-2021-03-0032**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOE* now invites bids for the *Procurement of Services for the Conceptualization, Editing and Lay-Outing of Information Materials for the Implementation of the Energy Efficiency Act*. Delivery of the Goods and Services is required **One Hundred Eighty (180) calendar days upon receipt of Notice to Proceed**. Bidders should have completed, within **four (4) 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) 9184, otherwise known as the “Government Procurement Reform Act”.

Under GPPB Resolution No. 09-2020, due to logistical constraint brought about by the public safety emergency, the bidder may submit alternate eligibility documents such as, Expired Business/Mayor’s permit with proof and/or receipt of renewal, unnotarized Omnibus Sworn Statement and Bid Securing Declaration form, the said submission is conditioned that the winning bidder shall replace such submission with the proper required documents, otherwise , the corresponding payment will not be processed. The Performance Securing Declaration is acceptable subject to the conditions set forth under the above resolution.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. 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 Fridays 8:00am to 3:00pm**.

**Procurement Management Division
Department of Energy**

**3F DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632**

Considering the COVID -19 situation, the DOE only 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:

jaymeedeogracias@gmail.com or ideogracias@doe.gov.ph

For pre-bid conference purposes, it may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

With the current COVID-19 community quarantine measures, 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.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **08 April 2021** 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 **Php750.00**
6. The Procuring Entity will hold a pre-bid conference for this Project on **15 April 2021 through video conferencing which will start at 2:00 PM at DOE BAC Main Office**. The bidders are required to submit the following information through jaymeedeogracias@gmail.com or ideogracias@doe.gov.ph in the following Format.:

1. Complete name of the authorized company representative: _____
2. Position Title : _____
3. Complete company Name, address and contact details : _____
4. Active email addresses where the link will be sent : _____
5. Indicate the item/s the company would like to participate : _____

Maximum of two representative will be given the link to the pre-bid. Those that will be joining the pre-bid conference through online should have the following handle format: **Surname_Position Title_Company Name Acronym_Items Interested In [Short Title]**

Deadline of submission of information is on or before **13 April 2021**. Video conferencing will be through MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference.

7. Bids must be duly received by the BAC Secretariat at the address below on or before **2:00 PM of 29 April 2021 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 before 2:00 PM of 29 April 2021. Online submission is not yet available.

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 **29 April 2021 at 2:30 PM, DOE – Audio Visual Room, DOE-Main Building**. Bids will be opened in the presence of the bidders' **authorized** representatives who choose to attend at the address below. Late bids shall not be accepted.

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

Due to community quarantine measures, only the authorized representative is allowed to attend the bid opening and will be required to follow the DOE Protocol for Visitors; compliance to social distancing, wearing of masks, body temperature screening, filling up of self-screening form which must be filled-up prior to the arrival at DOE (the form can be downloaded at the DOE website). Visitors who show signs of COVID-19 related symptoms such as, cough, flu, fever, high body temperature, sneezing are advised not to proceed to DOE since they will not be allowed to enter the DOE compound. Virtual participation of the opening bids for Bidders can be witnessed by the authorized representative through the MS Teams platform.

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.
11. The **Department of Energy (DOE)** 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 Section 41 of RA 9184 and its IRR, 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
3F DOE Main Bldg., Energy Center,
Rizal Drive Bonifacio Global City,
Taguig City, Philippines 1632
Email address: jdeogracias@doe.gov.ph
Telephone/Facsimile: (02) 3479-2900 local 383 (02) 8541-4105
Website: www.doe.gov.ph**

Sgd.
ASEC. ROBERT B. UY
Vice - 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 ***Procurement of Services for the Conceptualization, Editing and Lay-Outing of Information Materials for the Implementation of the Energy Efficiency Act***, under ***PR No. 02-0101-2021-03-0032***.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **GAA CY2021** in the amount of **Php600,000.00**

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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

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 **for (4) 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 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 **29 August 2021**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Supply and delivery of safety products b. completed within four (4) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting no allowed
12	The price of the Goods shall be quoted DDP – Department of Energy, Taguig City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php2,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php5,000.00 if bid security is in Surety Bond.
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	No further Instructions

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause																
1	<p>Delivery and Documents –</p> <p>Delivery of the Serivces shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements) and Section VII (Terms of Reference).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Dir. Patrick A. Aquino</i></p> <p>Intellectual Property Rights –</p> <p>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.</p>															
2.2	<p>The terms of payment shall be as follows:</p> <p>Progress Billing based on the schedule below. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government auditing and accounting procedures.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Activity</th> <th style="text-align: center;">Deliverable</th> <th style="text-align: center;">Percentage of the Total Contract Amount</th> </tr> </thead> <tbody> <tr> <td>1. Submission of approved concept proposal, timeline, and sampling of materials</td> <td>Certificate of Acceptance for the Approved concept proposal, timeline, and sampling of materials</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>2. Submission of approved design and layout of EE&C Compendium of Laws and Issuances</td> <td>Certificate of Acceptance for the Approved design and layout of EE&C Compendium of Laws and Issuances</td> <td style="text-align: center;">20%</td> </tr> <tr> <td>3. Submission of approved design and layout of the Joint-Congressional Energy Committee Report and Energy Utilization Management Bureau Annual Report</td> <td>Certificate of Acceptance for the Approved design and layout of the Joint-Congressional Energy Committee Report and Energy Utilization Management Bureau Annual Report</td> <td style="text-align: center;">20%</td> </tr> <tr> <td>4. Submission of approved design and layout of National Energy Efficiency and Conservation Action Plan</td> <td>Certificate of Acceptance for the Approved design and layout of National Energy Efficiency and Conservation Action Plan</td> <td style="text-align: center;">20%</td> </tr> </tbody> </table>	Activity	Deliverable	Percentage of the Total Contract Amount	1. Submission of approved concept proposal, timeline, and sampling of materials	Certificate of Acceptance for the Approved concept proposal, timeline, and sampling of materials	10%	2. Submission of approved design and layout of EE&C Compendium of Laws and Issuances	Certificate of Acceptance for the Approved design and layout of EE&C Compendium of Laws and Issuances	20%	3. Submission of approved design and layout of the Joint-Congressional Energy Committee Report and Energy Utilization Management Bureau Annual Report	Certificate of Acceptance for the Approved design and layout of the Joint-Congressional Energy Committee Report and Energy Utilization Management Bureau Annual Report	20%	4. Submission of approved design and layout of National Energy Efficiency and Conservation Action Plan	Certificate of Acceptance for the Approved design and layout of National Energy Efficiency and Conservation Action Plan	20%
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	5. Submission of approved design and layout of Infographics of EE&C Projects and Programs	Certificate of Acceptance for the Approved design and layout of Infographics of EE&C Projects and Programs	20%
	6. Submission of Printed Materials and Final Electronic Copies in five (5) Hard Drives	Certificate of Acceptance for the Final Printed Materials and Final Electronic Copies in five (5) Hard Drives	10%
		Total	100%
Note: Retention is 10% of every progress billing			
<p>The service provider shall issue official billing statement each progress billing. For Billing purposes, the service provider shall provide report of placement and the corresponding verifiable proof of placements, such as, third party certification, photograph, screen shots, etc.</p>			
4	The inspections and tests that will be conducted are: <i>As stated in the Terms of Reference</i>		

Section VI. Schedule of Requirements

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

Item No.	Item	Units	Delivery Schedule
1	Procurement of Services for the Conceptualization, Editing and Lay-Outing of Information Materials for the Implementation of the Energy Efficiency Act	1 Lot	One Hundred Eighty (180) calendar days from the Notice to Proceed which includes end-user's acceptance

Section VII. Technical Specifications/ Terms of Reference

Terms of Reference/Specifications		
Item	Description	Bidder's Compliance
QUANTITY	ARTICLE	APPROVED BUDGET
1 Lot	<i>Contract-out Service for the Conceptualization, Editing, and Lay-outing of Information Materials for the Implementation of Energy Efficiency and Conservation Act</i>	Php600,000.00
<p>I. BACKGROUND</p> <p>The Energy Utilization Management Bureau (EUMB) is mandated to develop policies, implement plans and programs related to energy efficiency and conservation, and ensure effective implementation thereof in the government, industrial, commercial, residential and transport sectors, electric power industry participants, among others. It is a necessary thing for DOE to reach its audience in various ways. In the situation like where we are right now, technology would be a great ally on providing the Filipino people the information that they need to know. Information that would be beneficial to the consumers once they learn how to adopt and practice energy efficiency and conservation in their daily lives.</p> <p>With the approval of various issuances in line with the implementation of the EE&C Act, EPMPD deemed it necessary to provide updated version of various materials under EUMB. Moreover, the concept, layout, and design should be aligned with the current trends in the printing and imagery industry. Through this, the DOE can ensure that the materials can reach the target audience and can convey the message that needs to deliver.</p> <p>II. OBJECTIVES</p> <p>The project aims to hire the services of a firm that has the capacity to conceptualize, develop, design, edit, lay-out, and print information materials for the implementation of Energy Efficiency and Conservation Act and its Implementing Rules and Regulations. The following are the information materials for the implementation of EE&C Act and its IRR:</p> <ol style="list-style-type: none"> a. EE&C Compendium of Laws and Issuances (Covering the RA 11285 or the Energy Efficiency and Conservation Act and its Implementing Rules and Regulations, approved and signed issuances, codes, and guidelines, and frequently asked questions) b. Joint-Congressional Energy Committee Report c. Energy Utilization Management Bureau Annual Report d. National Energy Efficiency and Conservation Action Plan 		

e. Infographics of EE&C Projects and Programs

III. SCOPE OF SERVICES

The **Scope of Services** includes the following:

A. Conceptualization of Materials

- a.1. The service provider shall submit an initial concept proposal composed of layout, graphics, and timeline;
- a.2. The service provider should provide various options to end-user prior to agreeing on the final concept of the materials;
- a.3. The service provider should ensure that all graphics used on the materials has no copyright infringement; and
- a.4. The proposed concept may run up to three (3) separate rounds of revisions.

B. Editing, Lay-outing, and Designing of Materials

The service provider shall provide the following layout:

b.1. EE&C Compendium of Laws and Issuances

- i. Layout and design in an A5 (148 x 210 mm or 5.8 x 8.3 in) size manual;
- ii. The Compendium shall cover but not be limited to the following:
 1. Cover;
 2. Foreword
 3. Message from the Energy Secretary;
 4. Message from the EUMB Supervising Undersecretary;
 5. Message from the EUMB Supervising Assistant Secretary;
 6. Message from the EUMB Director;
 7. Table of Contents;
 8. Body of the Compendium;
 9. Reference; and
 10. Appendix
- iii. The compendium should be at least 250 pages (150 pages for the laws and issuances and 100 lined pages);
 - iv. The proposed layout and design may run up to three (3) separate rounds of revisions.

b.2 Joint-Congressional Energy Committee Report

- i. Layout and design in an A4 (210 x 297 mm or 8.3 x 11.7 in), full colored, and shall include graphs, data, and other pertinent information about the project/program;
- ii. Each report shall cover but not be limited to the following:
 1. Cover;
 2. Table of Contents;
 3. Body of the report
 4. Appendix
- iii. The report should be at least 200 pages. The number of the actual report may vary based on the final draft. For the

remaining pages, it shall be allocated for "Notes" pages of the report.

- iv. The layout should be thematic and easy to read and understand;
- v. The proposed layout may run up to three (3) separate rounds of revisions.

b.3 Energy Utilization Management Bureau Annual Report

- i. Layout and design in an A4 (210 x 297 mm or 8.3 x 11.7 in), full colored, and shall include graphs, data, and other pertinent information about the project/program;
- ii. Each report shall cover but not be limited to the following:
 - 1. Cover;
 - 2. Foreword
 - 3. Message from the EUMB Director;
 - 4. Table of Contents;
 - 5. Body of the report
 - 6. Appendix
- iii. The report should be at least 250 pages. The number of the actual report may vary based on the final draft. For the remaining pages, it shall be allocated for "Notes" pages of the report.
- iv. The layout should be thematic and easy to read and understand;
- v. The proposed layout may run up to three (3) separate rounds of revisions.

b.4. National Energy Efficiency and Conservation Action Plan

- i. Layout and design in an A4 (210 x 297 mm or 8.3 x 11.7 in), full colored, and shall include graphs, data, and other pertinent information about the project/program;
- ii. Each handbook shall cover but not be limited to the following:
 - 1. Cover;
 - 2. Foreword
 - 3. Message from the Energy Secretary;
 - 4. Message from the EUMB Director;
 - 5. Table of Contents;
 - 6. Body of the handbook;
 - 7. Reference; and
 - 8. Appendix
- iii. The compendium should be at least 200 pages (100 pages for the Plan and 100 lined pages);
- iv. The layout should be thematic and easy to read and understand;
- v. The proposed layout may run up to three (3) separate rounds of revisions.

b.5. Infographics of EE&C Projects and Programs

- i. The infographics should be thematic material that can be easily read and understand by the audience;
- ii. The layout of the infographics for the following topics should be developed:

1. Energy Saving Tips for Lighting
2. Energy Saving Tips for Air Conditioner
3. Energy Saving Tips for Refrigerator
4. Energy Saving Tips for Flat Iron
5. Energy Saving Tips for Television
6. Energy Saving Tips for Electric Fan
7. Energy Saving Tips for Laptop/Computers
8. EE&C Policy Briefer
9. Designated Establishments
10. Energy Service Companies
11. Efficient Building Design

- iii. The layout should be compatible for printing and posting online (Facebook, Instagram, Twitter, Website, etc);
- iv. The infographics should be accomplished in the following formats: (1) Printable version in a stand-up banner format, (2) Facebook post size; and (3) Print ready version (broadsheet size);
- v. The Infographics should convey information and data, if possible;
- vi. The proposed layout may run up to three (3) separate rounds of revisions; and
- vii. Note that the number of pages per topic may vary based on the infographic.

C. Printing of Materials

The following materials shall be printed by the service provider following the provided specifications for binding:

- c.1 Joint-Congressional Energy Committee Report
- c.2 Energy Utilization Management Bureau Annual Report

Specifications:

- a. A4 (210 x 297 mm or 8.3 x 11.7 in) with margins at .125" for all sides;
- b. Page numbers at the bottom right of the page with volume number and volume/chapter title at the upper right of the page;
- c. Cover shall be 220# gloss paper;
- d. Text shall be 100# uncoated paper non-glossy paper;
- e. All graphics, images, illustrations, graphics, and visuals shall be in full color;
- f. The compendium should be at least 200 pages (100 pages for the Plan and 100 lined pages);
- g. Perfect binding at the left side of the handbook; and
- h. The reports shall be printed in 25 copies each,

- D. All electronic copies of the materials shall be saved in five (5) external hard drives.

All layouts shall be accomplished in 1080p and 4K resolution. Logos of DOE, EUMB, and EPMPD shall be present in all layouts. The materials should be colored, and all graphics, images, and visuals should be original and/or free to use.

All layouts and designs must run the same graphics, shapes, and color shading. There should be resemblance on all materials that can easily identify the EUMB.

IV. TIMELINE, DELIVERABLES, AND PAYMENT SCHEME

All deliverables as described in the scope of services should be delivered and completed within six (6) months from the receipt of the Notice to Proceed. The schedule below shall be followed:

Activity	Timeline (Months)					
	1	2	3	4	5	6
1. Submission of approved concept proposal, timeline, and sampling of materials						
2. Submission of approved design and layout of EE&C Compendium of Laws and Issuances						
3. Submission of approved design and layout of the Joint-Congressional Energy Committee Report and Energy Utilization Management Bureau Annual Report						
4. Submission of approved design and layout of National Energy Efficiency and Conservation Action Plan						
5. Submission of approved design and layout of Infographics of EE&C Projects and Programs						
6. Submission of Printed Materials and Final Electronic Copies in five (5) Hard Drives						

V. QUALIFICATIONS

The service Provider shall submit the following:

- a. Should have a reputable track record related to print ads, printing, layouting, and with a minimum of three (3) years of experience in making high definition standard and premium quality print materials for publishing, posting, dissemination, and other fields related to the project;
- b. Should have a satisfactory rating from previous engagements with government, civil society, or the private sector. For this purpose, a certification from previous clients that were declared in DOE BAC Form No. 1 Statement of Ongoing, Completed and/or Awarded Contracts and DOE BAC Form No. 2. Statement of Single Largest Completed Contract; must be presented;
- c. Should provide full service in terms of, but not limited to, providing equipment, pre-production, production, and post-production capabilities;
- d. Must submit an attested list of equipment it has for pre-production, production, and post-production and the service it provides;

- e. Must comply with the requirements on similar projects and single largest completed contract as indicated in the Bidding Document.
- f. Must submit an initial concept, layout and design; and
- g. Must submit two samples/demo materials of previous related outputs from the declared previous engagement as declared in DOE BAC Form No. 1 Statement of Ongoing, Completed and/or Awarded Contracts and DOE BAC Form No. 2. Statement of Single Largest Completed Contract

VI. RESPONSIBILITIES

In addition to the responsibilities stated in the Bidding Documents, the Service Provider shall:

- a. Coordinate with the EUMB-EPMPD as often as possible;
- b. Ensure timely delivery of outputs;
- c. Closely coordinate with EUMB – EPMPD;
- d. Provide own equipment to be used in the printing of the materials; and
- e. Provide all necessary equipment and materials needed in the production of materials.

The DOE – EUMB shall:

- a. Conduct briefings and/or call for a coordination meeting with the service provider from time to time;
- b. Oversee the overall management and direction of the materials;
- c. Conduct briefings to the production team on all EUMB related programs and projects; and
- d. Determine acceptability of the deliverables.

VII. OWNERSHIP

ALL MATERIALS developed under this contracted-out service delivery shall be owned by DOE with all copyright and other intellectual property rights associated with the deliverables under the project.

VIII. TERMS

- a. Prices quoted shall be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of components and fluctuations in foreign change rates and excise duties.
- b. Progress payments will be released only upon the issuance of the Certificate of Acceptance from the end-user.
- c. In reference to GPPB Resolution No. 30-2017, the service provider shall provide performance security to the DOE.
- d. The end-user reserves the rights to return any damaged materials for replacement.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) 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; **and**
- (i) Conformity with the Technical Specifications, including the following, :
 - a. Brochures **and prototype/actual samples** of the products offered
 - b. Production/Delivery schedules
 - c. Manpower requirements/Organizational structure
 - d. After sales service/parts, if applicable
 - e. Certificate of warranty/ guarantee; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
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

- (k) 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**
- (l) 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

- (m) 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.

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

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s) or the Bid Detail Form.

Bidding Forms

Mandatory Submission of Bidding Forms

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: _____

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 of: _____

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose of Agent Currency/Commission or gratuity

(if none, state "None")]

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

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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 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**

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 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**

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[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]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/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]