



**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**

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**1<sup>ST</sup> EPA CY2025 – EARLY PROCUREMENT ACTIVITIES OF  
DOE's PHOTOCOPYING SERVICES FOR CY2025**

(Purchase Request No. 02-0101-2025-EP-0009)

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

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



#### EARLY PROCUREMENT ACTIVITIES OF DOE'S PHOTOCOPYING SERVICES FOR CY2025

1. The **Department of Energy (DOE)** is undertaking **Early Procurement Activities of DOE's Photocopying Services for CY2025** and intends to apply the sum of **Php5,300,000.00** that will be sourced from the **FY 2024 GAA**, being the Approved Budget for the Contract (ABC) to payments for the contract under **Purchase Request No. 02-0101-2024-EP-0009**. **Bids received in excess of the ABC shall be automatically rejected at bid opening.**
2. The DOE now invites bids for **Early Procurement Activities of DOE's Photocopying Services 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 [jlabad@doe.gov.ph](mailto:jlabad@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 **14 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 **Php6,000.00**.

The Department of Energy will hold a Pre-Bid Conference on **21 November 2024** which **will start at 08:00 AM** at the DOE – **Audio Visual Room** DOE BAC Main Office.

7. Bids must be duly received by the BAC through manual submission at the office address indicated below on or before **08:00 AM of 05 December 2024** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or **08:00 AM of 05 December 2024**. Online submission is not yet available. Late bids shall not be accepted.

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

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **05 December 2024** at **09:00AM**, DOE – Audio Visual Room, DOE-Main Building. The bidder's authorized representative, as stated in the bid submission, is required to attend the Bid Opening at the DOE AVR. Bids will be opened in the presence of the bidders' representatives.

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

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

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

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

12. For further information, please refer to:

**Jaymee Joy A. Deogracias**

Procurement Management Division

DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: [bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph)

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

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

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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 Photocopying Services for CY 2025** under **Purchase Request No. 02-0101-2025-EP-0009**.

### **2. Funding Information**

2.1. The GOP through the source of funding from GAA for **FY2024**, in the amount of **Php5,300,000.00**

### **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 04 April 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 Photocopying services.</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>Php106,000.00</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>Php265,000.00</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>Engr. Jericho O. Bragado – Chief, AS-GSD</b></p>
	<p><b>Delivery and Documents</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at DOE Main Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><b>Packaging</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take</p>

into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

### **Transportation**

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

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

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

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

### **Intellectual Property Rights –**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	<p>The terms of payment shall be as follows:</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	Procurement Contract of DOE's Photocopying Services for CY 2025	<b>Fifteen (15) Calendar Days upon receipt of Notice to Proceed</b>

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

	<b>Bidder's Compliance</b>
<p style="text-align: center;"><b>TERMS OF REFERENCE (TOR) CY2025 PHOTOCOPYING SERVICES General Services Division (GSD) ABC: Five Million Three Hundred Thousand Pesos (PhP 5,300,000.00)</b></p> <p><b>I. BACKGROUND</b></p> <p>The <b>Department of Energy (DOE)</b> needs the services of a duly licensed and reputable <b>SERVICE PROVIDER</b> to render Class “A” photocopying services at its main office premises and rented offices at PNOC Building 5, located at Energy Center, Rizal Drive, Bonifacio Global City (BGC), Taguig City, Metro Manila, and at its Luzon Field Office (LFO) in Carmay East, Rosales, Pangasinan.</p> <p><b>II. GENERAL OBJECTIVE</b></p> <p>To ensure that <b>DOE</b> shall have a smooth and continuous photocopying services throughout the Contract Period (CP). <b>SERVICE PROVIDER</b> shall supply, install and maintain the required photocopying machines broken down to: seven (7) heavy duty digital copier machines with Key Operators, eighteen (18) medium duty digital copier machines and one (1) colored digital copier machine, all including complete accessories and at designated locations at <b>DOE’s</b> main office premises, rented offices at PNOC Building 5 and at its Luzon Field Office (LFO) in Carmay East, Rosales, Pangasinan.</p> <p>The distribution and the minimum general specifications of the copier machines to be assigned under this Contract are indicated in the attached Annex “B”.</p> <p><b>III. CONTRACT PERIOD</b></p> <p>The Contract for the CY 2025 Photocopying Services is for twelve (12) months period effective 01 January 2025 to 31 December 2025, unless sooner terminated by <b>DOE</b> by giving <b>SERVICE PROVIDER</b> a thirty (30) day written Notice of Termination.</p> <p>The Contract may be extended for a maximum period of one (1) year or up to 31 December 2026 subject to the same terms and conditions provided <b>SERVICE PROVIDER</b> has rendered satisfactory performance and willing to accept the extension. Provided further, that said extension is based on the provisions under Appendix 24</p>	

(Revised Guidelines on the Extension of Contracts for General Support Services) of the IRR of RA 9184, wherein the extension for up to six (6) months is necessary while awaiting for the award of the new Contract for CY 2025. Beyond the six (6) months period, the extension thereon from 01 July up to 31 December 2026 shall be reported by the HOPE in writing to the GPPB.

**IV. MANPOWER (During Regular working days)**

**SERVICE PROVIDER** shall provide seven (7) Key Operators (KOs) to **DOE** with the following work schedules:

	<b>KEY OPERATORS</b>	<b>WORKING TIME</b>	<b>AREAS</b>
a.	One (1)	7:00 AM – 4:00 PM	OSEC (PNOC Bldg. 5)
b.	Three (3)	7:30 AM – 4:30 PM	GSD, 2F & 3F Main Bldg
c.	Two (2)	8:00 AM – 5:00 PM	4F Main, OIMB (PNOC Bldg. 5)
d.	One (1)	9:00 AM – 6:00 PM	4F PNOC Bldg. 5 (EPPB)

*\*The rest of the copier machines shall be looked upon or taken care of by the nearest KO/s with respect to assigned areas in close coordination with respective End-users and GSD concerned personnel. The KOs shall report directly to and comply with the orders and instructions from **DOE’s** Chief of General Services Division (GSD) or his authorized representative.*

**V. SCOPE OF WORKS**

The KOs shall render photocopying services to **DOE** employees upon receipt of duly approved Request Slips for Reproduction (RSR) signed by authorized officials and/or representatives of **DOE** based on the list to be provided by **DOE’s** GSD from time to time.

At the end of the day, the KOs shall present their respective logbooks and daily reports reflecting the copies made during that particular day for checking, monitoring and countersigning by the concerned personnel of GSD-Staff Support Section (SSS). **SERVICE PROVIDER** shall supply the accessories and consumables for all its digital copier machines installed at DOE premises except papers.

**VI. COST OF RENTAL SERVICES**

**DOE** to pay only for the good copies produced by the copier machines of **SERVICE PROVIDER** inclusive of the 12% VAT. Bad or spoiled



or wasted copies produced by the digital copier machines and the test copies shall not be charged to **DOE**.

The printing of DOE letterhead should only account for half of the total cost for colored copies; full-color document prints must be paid for in full.

## **VII. BILLING**

**SERVICE PROVIDER** shall submit within the 1<sup>st</sup> week of the following month its bill on services rendered for the preceding month and accompanied by a Sworn Affidavit of **SERVICE PROVIDER** to the effect that it has paid all the wages and benefits of the KOs detailed to **DOE**, in accordance with existing laws, including the monthly/quarterly remittance of SSS premiums, EC, Pag-ibig and Phil-health contributions. **DOE** shall not process any billing submitted without the foregoing documents. Any KO provided by **SERVICE PROVIDER** whose services are utilized for more than eight (8) hours a day and/or outside the regular time of works when requested by **DOE** shall be paid his/her daily regular rate plus overtime based on premium rates as provided under the Labor Code.

## **IX. AWARD OF CONTRACT**

**SERVICE PROVIDER** warrants that any of its officials or representatives has/have not given or promised to give any money or gift to any employee/official of **DOE** to influence the decision regarding the awarding of this Contract, nor **SERVICE PROVIDER** has, or its officials or representatives has/have exerted or utilized any unlawful influence on any employee/official of **DOE** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **SERVICE PROVIDER** hereby agrees that breach of these warranties shall be sufficient ground for **DOE** as its discretion to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract Amount without prejudice to **SERVICE PROVIDER's** or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws.

## **X. DATA PRIVACY CONSENT AND DATA PRIVACY STATEMENT**

Data Privacy Clause, which states:

"The Entity acknowledges that the Contractor and its subsidiaries and affiliates have a Data Privacy Statement, pursuant to Republic Act No. 10173 or the Data Privacy Act of 2012 and its implementing rules and regulations and the issuances of the National Privacy Commission ("Privacy Laws"). The Entity has read, understood and hereby agree to the Data Privacy Statement of the Contractor and its

subsidiaries and affiliates (“Privacy Statement”), a copy of which had been provided to the Entity.

“The parties recognize that they may have provided Personal Information and Sensitive Personal Information (collectively “Personal Data”), as defined under the Privacy Laws, or may have obtained Personal Data in relation to the products and services under this Contract. Each party further acknowledges that the other party shall be collecting, using, sharing, disclosing, transferring, retaining and disposing of such Personal Data (collectively “Processing”) in relation to the products and services in connection with this Contract, and as such, may incur additional risks in relation to the same. In view of the foregoing, each party acknowledges and confirms, as follows:

- a. In the event that any Personal Data shall be disclosed in relation to this Contract, the party discloses the same warrants and shall ensure that the required consents under the Privacy Laws have been obtained from the relevant Data Subjects (as defined under the Privacy Laws). Each disclosing party (or the Data Subject, as relevant) consents to the Processing of such Personal Data in relation to the products and services subject of this Contract, in compliance with applicable laws and regulations, and in accordance with the Privacy Statement for the Contractor.
- b. The parties agree that in relation to the products and services subject of this Contract, they shall only be responsible for relaying to each other any notices or disclosures required by the law and such will constitute sufficient compliance. Each party acknowledges and confirms that withdrawal or withholding of its consent may restrict the effective execution by in relation to the products and services subject of this Contract. Each party also undertakes to immediately inform the other party of any changes in the Personal Data that have been provided to the other party.

The parties shall comply with the applicable provisions of the Privacy Laws and shall be responsible for such compliance.

## **XI. TERMINATION OF CONTRACT**

**DOE** reserves the right to rescind, terminate or abrogate the Contract with **SERVICE PROVIDER** in any of, but not limited to, the following instances:

- a. Negligence on the part of **SERVICE PROVIDER** resulting to material and financial losses to the government;

- b. Submission of falsified or forged license as well as other falsified documents and reports;
- c. Engagement by **SERVICE PROVIDER** or any of its KOs assigned to **DOE** in activities that are dangerous to public safety and welfare or inimical to the national security, e.g., holding sit-down strikes or rallies at **DOE's** premises and related activities;
- d. Report or display of discourtesy and rudeness by any of its KOs;
- e. Non-compliance with the minimum wage of the salary of KOs assigned at **DOE** and/or non-remittance of monthly/quarterly premiums for SSS, Phil-health, EC and Pag-ibig contributions;
- f. Breach of obligation and the terms and conditions under this Contract; and
- g. Five (5) or more of the digital copying machines assigned to **DOE** are not operational at any given period for two (2) consecutive days and **SERVICE PROVIDER** failed to provide replacement units and/or repair the units on time for the use of **DOE**. Further, refusal to render photocopying services to **DOE** without any legal or valid reason.

**XII. TAXES, DUTIES, FEES, ETC.**

Any and all taxes, duties, fees, charges and other legal exactions arising by virtue of the Contract shall be for the account of **SERVICE PROVIDER**. It is further understood that **DOE** shall deduct and withhold the applicable withholding taxes, if any, and if it deems necessary, from its payments to **SERVICIE PROVIDER** under the Contract pursuant to the requirements of laws.

**XIII. CONTRACTOR's OTHER RESPONSIBILITIES**

- a) To report immediately to the GSD of **DOE** whenever there are issues/complaints and related matters to be addressed soonest regarding the operation of their copying machines at **DOE's** premises.
- b) Periodical visit of its Supervisor duly assigned to **DOE's** premises to address and discuss operational issues to ensure smooth operation of the Contract.
- c) Timely repair of damage/malfunction of copier machines assigned at **DOE's** premises.
- d) Timely submission of monthly billing charges with complete documents as required in the processing of payments.
- e) **SERVICE PROVIDER** is required to provide **DOE** one (1) medium duty digital copier machine as back-up unit during unforeseen/special events wherein payment shall be based on its Contract Price (CP) with **DOE** per good copy produced by the machine. The machine shall be made available by the former within three (3) days from receipt of request from the latter.

**XIV. SETTLEMENT AND LITIGATION**

Thru amicable settlement in case of disputes. However, if either **PARTY** 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.

**XV. BEHAVIOUR OF KEY OPERATORS AT CLIENT PREMISES**

All detailed KOs and other personnel of **DOE** doing inspection and/or repair of **SERVICE PROVIDER's** digital copying machines at **DOE's** premises shall strictly comply with the provisions under Annex "A" of the Contract. (See attached copy)

**XVI. PERMITS AND LICENSES**

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

**XVII. PENALTIES for ABSENCES without RELIEVER and Equipment/Materials**

A penalty of P500.00 per day per KO shall be imposed against **SERVICE PROVIDER** starting on the 2<sup>nd</sup> day of absence of the concerned KO/s without a competent reliever and/or qualified replacement on top of the deduction of the absentee KO's daily wage.

A penalty of **P500.00 per day per Equipment** shall be imposed against **SERVICE PROVIDER** starting on the 2<sup>nd</sup> day from time the Equipment is found unaccounted or not properly operating. Any Equipment that cannot be repaired within four (4) day's time shall be replaced with an identical unit or brand otherwise the penalty shall be raised to **P1,000.00 per day starting on the 5<sup>th</sup> day** after the unit was found missing and/or defective. **DOE** shall deduct the penalty from **SERVICE PROVIDER's** monthly payment corresponding to the month in which the penalty was incurred.

**XVIII. RESERVATION CLAUSE**

**SERVICE PROVIDER** is aware that **DOE** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporation. **SERVICE PROVIDER**, nevertheless, agrees that whenever such legal requirements and procedures apply to the Contract and affect its validity, effectivity or implementation, the Contract shall be considered amended accordingly so as to enable **DOE** to comply with such requirements. For its part, **DOE** undertakes to exert its best efforts to immediately

comply with the requirements in a most equitable manner consistent with good faith.

**XIX. OTHER REQUIREMENTS TO SUBMIT (Within Five (5) Days Upon Receipt of Notice for Post Qualification from the Bids and Awards Committee – Technical Working Group (BAC-TWG))**

- a. Proof of monthly remittances of premium contributions to SSS, EC, Phil-health, Pag-ibig that were collected/deducted by **SERVICE PROVIDER** from the monthly salaries of their Key Operators and administrative staffs covering six (6) months period prior to the date of Public Bidding. The actual payments of the monthly premiums had been done prior to the date of Public Bidding (PB).
- b. DOLE/NLRC Certificate that the company has no unfavorable decision for violation of daily minimum wage law for the past six (6) months prior to the date of PB.
- c. Proof of 12% VAT payment to BIR made prior to the date of Public Bidding covering the past six (6) months thru Electronic Payment Filing System (EPFS).
- d. Latest Income and Business Tax Returns for the preceding year.

**ATTACHMENT TO CY 2025 CONTRACT  
ON PHOTOCOPYING SERVICES**

**ANNEX "A"**

**RULES AND REGULATIONS PERTAINING TO  
CONTRACTOR'S PERSONNEL OFFENSES**

The acts or omissions listed hereunder constitute negligence of duty or imprudence which shows lack of moral behavior or paucity of discipline. **SERVICE PROVIDER** shall impose or apply the appropriate penalties or sanctions or corrective measures against its personnel assigned to **DOE** who commit any misbehavior or misconduct as indicated/enumerated below:

**1. Conduct and Behavior**

- a. Commission of an act which is or may constitute a crime;
- b. Holding of unauthorized meeting at **DOE's** premises that would adversely affect **DOE's** operation/activities;
- c. Commission of an illegal or immoral act within **DOE's** premises;
- d. Carrying of prohibited weapon/s or banned object/s within **DOE's** premises;
- e. Fighting or attempting bodily harm on any person except in self-defense while within **DOE's** premises or while performing work for **DOE** whether within or outside its premises;
- f. Malicious mischief or horseplay resulting in injury to person/s or destruction of **DOE's** property for which it may be held liable;
- g. Intimidations or coercion of fellow **SERVICE PROVIDER's** personnel, **DOE's** employees, customers, guests and/or any person, in any manner which adversely affects **DOE's** interests;
- h. Concealing a disease which endangers fellow **SERVICER PROVIDER's** personnel or **DOE's** employees and guests;
- i. Refusal to submit to or failure to meet security requirements of **DOE** or being in the opinion of **DOE**, a poor security risk;
- j. Intentionally damaging **DOE's** property or any property for which **SERVICE PROVIDER's** may be held liable; and

- k. Failure to carry out instructions of superiors and/or **DOE's** GSD Chief or his authorized representative.

**2. Negligence of Duty**

- a. Negligence in assigned tasks/duties;
- b. Habitual neglect of duty;
- c. After having access to information, failure to report as soon as possible the loss, spillage, or damage of **DOE's** property that it may be held liable;
- d. Sleeping or napping while on duty; and
- e. Leaving the workplace without proper relief or authorization and/or intentionally has stopped working and/or refused to work during his duty-shift unless given another assignment by **DOE's** GSD Chief or his authorized representative.

**3. Insubordination**

- a. Disobedience to the lawful order of superiors in connection with his/her duties;
- b. Refusal to answer questions in any investigation authorized or conducted by **DOE** unless such answers would violate Constitutional rights;
- c. Insult or willful disrespect on the honor of any official or employee of **DOE** or persons transacting business with **DOE**; and
- d. Failure to surrender his/her cellphone unit to the Supervisor upon reporting to work and subsequently caught playing/texting/calling thru his/her cellphone while on-duty.

**4. Dishonesty**

- a. Unauthorized use of **DOE's** resources;
- b. Stealing and/or attempting to steal from **DOE**, its employees, contractors and/or clientele;
- c. Offering or receiving money or other valuable consideration in exchange for a job, better working place, or any change in working conditions, and/or refusal to be rotated to other areas within **DOE's** premises;
- d. Substituting material and/or object with intent to gain and/or malice;

- e. Obtaining or attempting to obtain **DOE's** funds, equipment, products, supplies and materials through fraudulent means from **DOE's** suppliers, warehouses, plants or stations, and other assigned work places; and
- f. Defrauding **CLIENT** in any manner.

**5. Alcoholic Beverages or Prohibited/Regulated Drugs**

- a. Unauthorized use or possession of prohibited/regulating drugs or participating in pot session within **DOE's** premises;
- b. Drinking liquor within **DOE's** premises except during official occasions and locations authorized by **DOE**;
- c. Reporting for work under the influence of liquor and/or prohibited/regulating drugs; and
- d. Selling or inducing any person to take prohibited/regulating drugs within **DOE's** premises except when duly authorized for medical reasons.

**6. Safety**

- a. Failure to observe **DOE's** safety rules and regulations;
- b. Carelessness with regard to safety of fellow **SERVICE PROVIDER's** personnel or **CLIENT's** employees, guests and visitors;
- c. After having access to information, failure to report immediately, an accident or injury involving fellow **SERVICE PROVIDER's** personnel, **DOE's** employees or damage to **DOE's** property;
- d. Smoking in "No Smoking" areas within **DOE's** premises or property;
- e. Carrying matches or lighters, or other than safety matches or lighters with close covers, or having open lights or fires within prescribed limits where such practice is forbidden within **DOE's** premises or property;
- f. Removing safety devices from **DOE's** machinery, equipment or any other property without permission;
- g. Driving **DOE's** service vehicle/s recklessly or at excessive speed, or at speed above the area speed limit or driving any other vehicle in the same manner within **DOE's** premises;
- h. Allowing unauthorized persons to operate **DOE's** vehicle or equipment when the same is assigned to him/her;



- i. Driving under the influence of liquor or prohibited/regulated drugs;
- j. Intentionally destroying or damaging **DOE's** property or other equipment;
- k. Failure to wear safety attire when prescribed within **DOE's** premises;
- l. Staying after work within **DOE's** premises unless otherwise authorized by the Chief of General Services Division (GSD); and
- m. Unauthorized entry in restricted areas/office/closed rooms within **DOE's** premises.

**7. Other Acts or Omissions**

- a. Leaving and/or vacating respective assigned post and/or area of responsibility when on-duty at **DOE's** premises unless properly relieved upon the order of the GSD Chief;
- b. Improper or non-wearing of **SERVICE PROVIDER's** uniform when on-duty at **DOE's** premises and/or in **DOEs** other sites. Also, sporting long hair and wearing big earrings and related accessories (for men);
- c. Use of the elevator instead of the stairwell in going up or down for one (1) floor level at **DOE's** building/s except when handling heavy items/documents/ equipment wherein the elevator can be used;
- d. Discourtesy to **DOE's** personnel, guests, visitors and other contractors' personnel;
- e. Use of **DOE's** telephone direct line in placing outside charge calls without proper written authorization from the GSD Chief of **DOE**;
- f. Loafing to other areas where he/she is not assigned and/or unauthorized entry to offices or closed areas at **DOE's** premises; and
- g. Entertaining personal request from employees while on-duty to conduct troubleshooting, repair of personal gadgets/devices, or equipment and similar items.

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**ATTACHMENT TO CY 2025 CONTRACT  
ON PHOTOCOPYING SERVICES**

**ANNEX "B"**

**Minimum Specifications of Digital Copying Machines**

**a. Seven (7) Units Heavy Duty Digital Copier Machine**

1. Copy speed: 60-75 (or more) copies per minute
2. 33-400% Reduction/Enlargement
3. With Automatic Duplex Unit (Back-to-Back Copying)
4. With Reversible Automatic Document Feeder
5. With Finisher (Sorting and Grouping)
6. Automatic Paper Selection
7. Automatic Magnification System
8. Automatic Exposure System
9. 1-999 Continuous Copying
10. A3 Maximum Original Size of Copying Paper (11" x 17" size)
11. Front Loading Paper Supply
12. User Administrator Password/User Authentication Account Track
13. Memory Capability of at least 100 original pages prior to printing

**b. Seventeen (17) Units Medium Duty Digital Copier Machines**

1. Copy Speed: 35-45 (or more) copies per minute
2. 25-400% Reduction/Enlargement
3. With Automatic Duplex Unit (Back-to-Back Copying)
4. With Reversible Automatic Document Feeder
5. With Finisher (Sorting and Grouping)
6. Automatic Paper Selection
7. Automatic Magnification System
8. Automatic Exposure System
9. 1-999 Continuous Copying
10. A3 Maximum Original Size of Copying Paper (11" x 17" size)
11. Front Loading Paper Supply
12. User Administrator Password/User Authentication Account Track
13. Memory Capability of at least 100 original pages prior to printing

**c. One (1) Unit Colored-Digital**

1. Copy speed: 45 or more copies per minute
2. 33-400% Reduction/Enlargement
3. With Automatic Duplex Unit (Back-to-Back Copying)
4. With Reversible Automatic Document Feeder
5. With Finisher (Sorting and Grouping)
6. Automatic Paper Selection
7. Automatic Magnification System
8. Automatic Exposure System
9. 1-999 Continuous Copying
10. A3 Maximum Original Size of Copying Paper (11" x 17" size)
11. Front Loading Paper Supply
12. User Administrator Password/User Authentication Account Track
13. Memory Capability of at least 100 original pages prior to printing
14. Networkable to DOE computers for direct printing purposes
15. Multi-functions capability for scanning and fax also.

Distribution of Units:

**A. Heavy Duty Digital Copier Machines with Key Operators:**

1. Basement lobby at Main Building (GSD area)
2. 2/F lobby at 4/F of PNOC Building 5
3. 2/F lobby at Main Building (FS-OD)
4. 3/F lobby at Main Building (EUMB area)
5. 3/F PNOC Building 5 (OIMB area)
6. 4/F lobby at Main Building (EPIMB area)
7. 5/F PNOC Building 5 (OSEC area)

**B. Medium Duty Digital Copier Machines without KOs:**

1. GSD-Supply at Basement Main Building
2. RMD at Basement, Multi-Purpose Building
3. PMD at G/F Annex Building
4. LATD Building
5. ITMS area at Data Bank Building
6. REMB area at 2/F PNOC Building 5
7. PAO area at 3/F left wing PNOC Building 5
8. ASEC area at 4/F PNOC Building 5
9. USEC area at 5/F right wing PNOC Building 5

- |  |  |
|--|--|
| <ol style="list-style-type: none"><li>10. USEC area at 5/F left wing PNOB Building 5</li><li>11. LFO at Carmay East, Rosales, Pangasinan</li><li>12. COA at G/F Main Building</li><li>13. Legal Services area at 3/F Multi-Purpose Building</li><li>14. ERDB area at Data Bank Basement</li><li>15. OASEC area at 4/F PNOB Building 5</li><li>16. 2/F Annex Building (Compliance)</li><li>17. HRMD</li><li>18. Back-up</li></ol> |  |
|--|--|

**C. Colored Digital Copier Machine without KO:**

1. GSD at Basement Main Energy Building

***Section VIII. Checklist of Technical and Financial Documents***

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

**I. TECHNICAL COMPONENT ENVELOPE**

***Class “A” Documents***

Legal Documents

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

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, completed contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Bidding Form Annex A**); and
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) (**Bidding Form Annex B**) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or original copy of Notarized Bid Securing Declaration (**Bidding Form Annex C**); and
- (h) Conformity with the Technical Specifications under Section VII by signing the bidder’s compliance column of the TOR/Technical Specification and submission of the following:
  - 1. production/delivery schedule;
  - 2. manpower requirements/organizational structure; and
  - 3. **Guarantee for after sale services for Services**; and
- (i) Original duly signed Omnibus Sworn Statement (OSS) (**Bidding Form Annex D**); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

**Class "B" Documents**

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or **duly** notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

### III. Post-Qualification Requirements:

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



# ***Bidding Forms***

Mandatory Submission of Bidding Forms

## ANNEX A

### STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

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

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

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

Submitted By:

---

(Signature over Printed Name)

Note:

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

## ANNEX B

### STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

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

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

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

Submitted By:

\_\_\_\_\_  
(Signature over Printed Name)

Note:

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

**Annex C**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]*  
*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

## Annex D

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

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;  
*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

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

## Annex E

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

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#### BID FORM

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:  
Name and address Amount and Purpose of Agent Currency/Commission or gratuity

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(if none, state "None") ]

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_



## Annex F

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

#### ***For Goods Offered from Abroad***

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Annex F**

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

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf \_\_\_\_\_

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

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after

the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

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

**for:**  
**Department of Energy**

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

**for:**  
**[Insert Name of Supplier]**

*Witness for DOE*  
*[Position Title]*

*Witness for Supplier*  
*[Position Title]*

**Helen C. Roldan**  
*OIC – Chief, Accounting Division*  
*Witness*

**Acknowledgment**

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