



**DEPARTMENT OF ENERGY**

(Kagawaran ng Enerhiya)

**Procurement Management Division**

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

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**BIDDING DOCUMENTS**

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***PROCUREMENT FOR THE SUPPLY, DELIVERY  
INSTALLATION AND COMMISSIONING OF VARIOUS  
LOTS OF AIRCONDITIONING SYSTEM FOR FIELD  
OFFICES UNDER THE ALTERNATIVE FUEL AND  
ENERGY TECHNOLOGY DIVISION'S LOCALLY  
FUNDED PROJECT***

(Purchase Request No. 05-0151-2021-05-0120)

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

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



**INVITATION TO BID FOR THE PROCUREMENT OF:**  
*Procurement for the Supply, Delivery, Installation and Commissioning of Various Lots of Airconditioning System for Field Offices under the Alternative Fuel And Energy Technology Division's Locally Funded Project*

1. The *Department of Energy*, through the Locally Funded Project - Alternative Fuel and Energy Program (AFEP) under GAA for FY 2021 intends to apply the sum of money, . Php8,300,000.00 for the various lots of field offices air-conditioning system: Lot 1 For Luzon Field Office – Php800,000.00, Lot 2 for Visayas Filed Office – Php4,500,000.00 and Lot 3 for Mindanao Field Offices - Php3,000,000.00 , under the Alternative Fuels and Energy Technology Division's Locally Funded Project, being the Approved Budget for the Contract (ABC) to payments under the contract for *Purchase Request No. 05-0151-2021-05-0120*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOE* now invites bids for the *Procurement for the Supply, Delivery, Installation and Commissioning of Various Lots of Airconditioning System for Field Offices under the Alternative Fuel And Energy Technology Division's Locally Funded Project*. Delivery of the Goods and Services is required *Ninety (90) calendar days upon receipt of Notice to Proceed*. Bidders should have completed, within *two (2) year* 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](mailto:jaymeedeogracias@gmail.com) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@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 July 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 as Schedule below:
1. If will bid for one Lot only with an ABC above Php500,000.00; the bid document fee is Php1,000.00
  2. If will bid for more than one lot with a total amount of ABC amounting to more than Php1,000,000.00 but not exceeding Php5,000,000.00. Document fee is Php2,000.00 for the first Php1 Million plus Php1,000.00 every Php1 Million in excess of Php1 Million.
  3. If will bid for more than one lot with a total amount of ABC amounting to more than Php5,000,000.00 but not exceeding Php10,000,000.00. Document fee is Php5000.00 plus Php1,000.00 every Php1 Million in excess of Php 5Million
6. The Procuring Entity will hold a pre-bid conference for this Project on 15 July 2021 through video conferencing which will start at 1:00 PM at DOE BAC Main Office. The bidders are required to submit the following information through [jaymeedeogracias@gmail.com](mailto:jaymeedeogracias@gmail.com) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@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 Accronym\_Items Interested In [Short Title]**

Deadline of submission of information is on or before 13 July 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 July 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 July 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 2:30 PM of 29 July 2021, 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](mailto:jdeogracias@doe.gov.ph)**  
**Telephone/Facsimile: (02) 3479-2900 local 383 (02) 8541-4105**  
**Website: [www.doe.gov.ph](http://www.doe.gov.ph)**

Sgd.  
**USEC. ROBERTO B. UY**  
Chairperson  
Bids and Awards Committee

## ***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, Department of Energy wishes to receive Bids for the *Supply, Delivery, Installation and Commissioning of Various ICT and Office Equipment (Interactive Digital Board, Smart TV, Body Mounted Video Camera, Digital Camera, Video Camera, Multifunction Photocopying Machine) Under The DOE's National Energy Efficiency Conservation Program (NEECP) – Locally Funded Project PR No. 05-0151-2021-05-0120.*

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for GAA CY2021 in the amount of Php8,300,000.00

## **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 "1" 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 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 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 28 November 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Supply and delivery, and installation of air-conditioning units/systems</li> <li>b. completed within two (2) years prior to the deadline for the submission and receipt of bids</li> </ul>
7.1	Subcontracting no allowed
<b>10.1</b>	Brochures of products being offered is part of the Technical Document submission
12	The price of the Goods shall be quoted DDP – <b>Department of Energy, Taguig City</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than 2% of the ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than 5% of the ABC if bid security is in Surety Bond.</li> </ul>
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><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><i>Dir. Patrick Aquino, Energy Utilization Management Bureau</i></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>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. 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>

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].

### **Packaging**

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 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

	<p>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.</p> <p><b>Intellectual Property Rights –</b></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 as stated in the TOR as certified by the end-user, issuance of end-user's acceptance certificate and submission of complete documents. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing and accounting procedures, <b>with a retention of 10% for every progress billing.</b></p>
4	<p>The inspections and tests that will be conducted are: <b><i>As stated in the Terms of Reference</i></b></p>
5.1	<p>Warranty shall be in the following forms:</p> <p>a. 1% of the total contract price as retention money</p>

## **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>Item No.</b>	<b>Item</b>	<b>Units</b>	<b>Delivery Schedule</b>
Lot 1	1.0 HP Air-Conditioning Unit 9,000 - 10,500 KJ/HR	17	Ninety (90) calendar days from the Notice to Proceed which includes end-user's acceptance
Lot 2	5.0-TR Air-Conditioning Unit 52,750 KJ/HR	8	
	3.0 HP Air-Conditioning Unit 31, 000 – 36,000 KJ/HR	11	
	2.0 HP Air-Conditioning Unit 18,000 - 22,000 KJ/HR	2	
Lot 3	5.0-TR Air-Conditioning Unit 52,750 KJ/HR	5	
	3.0 HP Air-Conditioning Unit31,000 – 36,000 KJ/HR	1	
	2.5 HP Air-Conditioning Unit 24,000 - 27,000 KJ/HR	1	
	2.0 HP Air-Conditioning Unit 18,000 - 22,000 KJ/HR	5	
	1.5 HP Air-Conditioning Unit 13,000 - 16,000 KJ/H R	2	

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

<b>Terms of Reference/Specifications</b>	<b>Bidder's Compliance</b>
<p><b>Procurement for the Supply, Delivery, Installation and Commissioning of Various Lots of Airconditioning System for Field Offices</b></p> <p><b>TECHNICAL SPECIFICATIONS AND TERMS OF REFERENCE</b></p> <p><b>I. Items For Procurement:</b></p> <p style="margin-left: 20px;"><b>a. Lot 1: Luzon Field Office: ABC =Php800,000.00</b></p> <p style="margin-left: 20px;"><b>Coverage</b></p> <p style="margin-left: 20px;">This proposed project comprises the supply, delivery, installation, testing and commissioning of energy efficient air-conditioning units (ACUs) for LFO's office spaces at Pangasinan – Nueva Vizcaya Rd., Purok 6, Brgy. Carmay East, Rosales, Pangasinan. The units to be procured shall comply with the specification required by the DOE.</p> <p style="margin-left: 20px;">The supply, delivery, installation, testing and commissioning of energy efficient air-conditioning Systems specifically cover the following areas:</p> <ul style="list-style-type: none"> <li>a. VIP Lounge at the 2<sup>nd</sup> Floor</li> <li>b. Electrical Room at the 2<sup>nd</sup> Floor</li> <li>c. Office Supply Room at the 2<sup>nd</sup> Floor</li> <li>d. Pantry Room at the 2<sup>nd</sup> Floor</li> <li>e. EIMD Supply Room at the Ground Floor</li> <li>f. ERDUD Supply Room at the Ground Floor</li> <li>g. EIMD File Room at the Ground Floor</li> <li>h. ERDUD File Room at the Ground Floor</li> <li>i. EIMD Equipment Room at the Ground Floor</li> <li>j. ERDUD Equipment Room at the Ground Floor</li> <li>k. Electrical Room at the Ground Floor</li> <li>l. Pantry Room at the Ground Floor</li> <li>m. Mini Laboratory Room at the Annex Building</li> <li>n. Equipment and Product Sample Storage Room at the Annex Building</li> <li>o. Testing Facility at the 2<sup>nd</sup> Floor of Annex Building</li> </ul>	

## Scope of Work

The Supplier shall supply, install, test and commission the necessary goods and related services to be delivered and performed, respectively.

Scope of Works	
1.	Submission of design plan / working schedule
2.	Supply, delivery, installation, testing, commissioning and acceptance of ACU units in the Luzon Field Office with the following address: LFO's office spaces at Pangasinan – Nueva Vizcaya Rd., Purok 6, Brgy. Carmay East, Rosales, Pangasinan
3.	Submission of As-Built Plan for Final Acceptance

The End-user Focal Person at the Site is :

Dir. Renante M. Sevilla

The Plan layout location is detailed in Annex A.

## Specifications and Standards

The Air-conditioning units shall pass the minimum requirements as specified below:

ITEM NO.	DESCRIPTION	COOLING CAPACITY	QT Y
1	1.0 HP Air-Conditioning Unit	9,000 - 10,500 KJ/HR	17
TOTAL			17

- No window type units are allowed.
- Only inverter type unit are allowed.
- The cost shall also include the consumables required for installation.
- Energy Performance Requirements for Air-Conditioners
- *For ACUs within the range of 3.33 kW or higher (or 11,988 and above KJ/HR), the CSPF must be 3.74 or higher*
- The specifications stated above are aligned with the ASEAN Shine Program
- Tolerances
  - *The measured cooling capacity shall not be less than 90% of the rated cooling capacity.*
  - *The measured CSPF shall not be less than 90% of the rated cooling capacity.*

All works shall be done in accordance with the Philippine Electrical Code and Occupational Health and Safety (OHS) practices and shall be under the supervision of a Licensed Mechanical Engineer or Licensed Electrical Engineer.



**b. Lot 2: Visayas Field Office: ABC =Php4,500,000.00**

**Coverage**

This proposed project comprises the supply, delivery, installation, testing and commissioning of energy efficient air-conditioning units (ACUs) for VFO's rental office at the Escario Commercial Building. The units to be procured shall comply with the specification required by the DOE.

The supply, delivery, installation, testing and commissioning of energy efficient air- conditioning Systems specifically cover the following areas:

- a. VFO Conference, 3F & 5F
- b. Cashier, Conference, ERDUD Sto., Admin, Receiving area, Legal office
- c. COA & EIMD Sto

**Scope of Work**

The Supplier shall supply, install, test and commission the necessary goods and related services to be delivered and performed, respectively.

<b>Scope of Works</b>	
1.	Submission of design plan / working schedule
2.	Supply, delivery, installation, testing, commissioning and acceptance of ACU units in the Visayas Field Office with the following address: 59 N Escario St, Cebu City
3.	Submission of As-Built Plan for Final Acceptance

The End-user Focal Person at the Site is :  
OIC Dir. Russ Mark Gamallo

The Plan layout location is detailed in Annex B.

The Plan layout location is detailed in Annex A.

**Specifications and Standards**

The Air-conditioning units shall pass the minimum requirements as specified below:

ITEM NO.	DESCRIPTION	COOLING CAPACITY	QTY
1	5.0-TR Air-Conditioning Unit	52,750 KJ/HR	8

2	3.0 HP Air-Conditioning Unit	31,000 – 36,000 KJ/HR	11
3	2.0 HP Air-Conditioning Unit	18,000 - 22,000 KJ/HR	2
TOTAL			21

- No window type units are allowed.
- Only inverter type unit are allowed.
- The cost shall also include the consumables required for installation.
- Energy Performance Requirements for Air-Conditioners
- *For ACUs within the range of 3.33 kW or higher (or 11,988 and above KJ/HR), the CSPF must be 3.74 or higher*
- The specifications stated above are aligned with the ASEAN Shine Program
- Tolerances
  - *The measured cooling capacity shall not be less than 90% of the rated cooling capacity.*
  - *The measured CSPF shall not be less than 90% of the rated cooling capacity.*

All works shall be done in accordance with the Philippine Electrical Code and Occupational Health and Safety (OHS) practices and shall be under the supervision of a Licensed Mechanical Engineer or Licensed Electrical Engineer.

**c. Lot 2: Mindanao Field Office: ABC =Php3,000,000.00**

**Coverage**

This proposed project comprises the supply, delivery, installation, testing and commissioning of energy efficient air-conditioning units (ACUs) for VFO's rental office at the Tolentino 2020 Building. The units to be procured shall comply with the specification required by the DOE.

The supply, delivery, installation, testing and commissioning of energy efficient air-conditioning Systems specifically cover the following areas:

- a. ERDUD, EIMD & FAS Areas at the 3rd Floor
- b. Office of the MFO Director at the 3rd Floor
- c. Mini-conference Room at the 3rd Floor
- d. Cashier's Room at the 3rd Floor
- e. COA Office at the 3rd Floor
- f. Conference Room at the 4th floor
- g. Lounge Area at the 4th Floor
- h. Executive Office at the 4th Floor
- i. Staff Area at the 4th Floor
- j. Command Center at the 4th Floor
- k. EO Secretary Area at the 4th Floor

## Scope of Work

The Supplier shall supply, install, test and commission the necessary goods and related services to be delivered and performed, respectively.

Scope of Works	
1.	Submission of design plan / working schedule
2.	Supply, delivery, installation, testing, commissioning and acceptance of ACU units in the Mindanao Field Office with the following address: Tolentino Building, Davao City
3.	Submission of As-Built Plan for Final Acceptance

The End-user Focal Person at the Site is : Dir. Nilo J. Gerohe  
The Plan layout location is detailed in Annex C.

The Plan layout location is detailed in Annex A.

## Specifications and Standards

The Air-conditioning units shall pass the minimum requirements as specified below:

ITEM NO.	DESCRIPTION	COOLING CAPACITY	QTY
1	5.0-TR Air-Conditioning Unit	52,750 KJ/HR	5
2	3.0 HP Air-Conditioning Unit	31,000 – 36,000 KJ/HR	1
3	2.5 HP Air-Conditioning Unit	24,000 - 27,000 KJ/HR	1
4	2.0 HP Air-Conditioning Unit	18,000 - 22,000 KJ/HR	5
5	1.5 HP Air-Conditioning Unit	13,000 - 16,000 KJ/HR	2
TOTAL			14

- No window type units are allowed.
- Only inverter type unit are allowed.
- The cost shall also include the consumables required for installation.
- Energy Performance Requirements for Air-Conditioners
- *For ACUs within the range of 3.33 kW or higher (or 11,988 and above KJ/HR), the CSPF must be 3.74 or higher*
- The specifications stated above are aligned with the ASEAN Shine Program
- Tolerances
  - *The measured cooling capacity shall not be less than*

*90% of the rated cooling capacity.*

- *The measured CSPF shall not be less than 90% of the rated cooling capacity.*

All works shall be done in accordance with the Philippine Electrical Code and Occupational Health and Safety (OHS) practices and shall be under the supervision of a Licensed Mechanical Engineer or Licensed Electrical Engineer

## **II. ELIGIBILITY**

The Supplier and its Subcontractor (if applicable) must be duly organized and incorporated in the country where it operates and must have all the necessary government permits and licenses in performing their obligations under this document.

## **III. DEFINITION OF TERMS**

- a. Approved Budget for the Contract (ABC) refers to the proposed budget for the project approved by the Head of the Procuring Entity based on the Annual Procurement Plan (APP) as consolidated from various Project Procurement Management Plans (PPMPs).
- b. Completion refers to the supply, delivery, installation, testing and commissioning of energy efficient air-conditioning units in accordance with this TOR.
- c. Day refers to a calendar day.
- d. Delivery refers to the transfer of Goods from the Supplier to the Purchaser in accordance with the terms and conditions set in this TOR.
- e. Goods refers to all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under this TOR.
- f. Air Conditioning Unit or ACU refers to a machine that treats air in a defined, usually enclosed area via a refrigeration cycle in which warm air is removed and replaced with cooler air.
- g. Notice of Award refers to the written confirmation of an award of a contract by the Purchaser to the successful bidder, stating the amount of the award, the award date and when the Contract will be signed.
- h. Notice to Proceed refers to a letter from the Purchaser to the Supplier. This notice will inform the Supplier of the date that work can be started, as outlined in the Contract.
- i. Purchaser refers to the Department of Energy (DOE) and is the entity purchasing the Goods and Related Services.
- j. Related Services refers to the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under this document.

- k. Retention refers to a percentage of the amount certified as due to the Supplier on an interim certificate, that is deducted from the amount due and retained by the client. It is to ensure that the contractor properly completed the activity required under "Item IV".
- l. S-Curve refers to a project management tool that tracks progress over time and allows for a quick visual representation to determine project status.
- m. Subcontractor refers to the natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- n. Supplier refers to the natural person, private or government entity, or a combination of the above, whose bid to perform the project has been accepted by the Purchaser and includes its legal successors or permitted assigns.
- o. Terms of Reference (TOR) describes the purpose and structure of a project which includes the vision, objectives, scope and deliverables, concerned parties and their role, resources, financial and quality plans, and work breakdown structure and schedule.

#### **IV. OTHER RESPONSIBILITIES OF THE SUPPLIER**

- a. Air-conditioning units (ACU) shall be approved by the Purchaser prior to installation.
- b. Submit a proposed design plan /work plan schedule that details the activities that will be undertaken for the duration of the project. The said work plan is subject for the approval of Purchaser before proceeding.
- c. Submit an updated weekly S-curve for project status monitoring.
- d. Installation of required materials such as copper tube/pipe, rubber insulation, control wire (indoor to outdoor), PVC drain pipe, mounting brackets, bolt & nut and other consumables and other necessary repair with regards to the unit installation/removal. The costs of such activities shall be borne by the Supplier.
- e. The Purchaser may require verification testing of the energy performance of certain units during the commissioning phase or within the warranty period. In this case, the cost of the testing shall be borne by the Supplier.
- f. Secure an electrical permit signed by a PEE.
- g. Coordinate and attend meetings with the Purchaser and the building representatives to discuss the details of the activity before the actual installation. This should include the request for a building representative to be present during the actual

- installation activity.
- h. Handle the deployment of manpower to the locations and their corresponding accommodations, if any, throughout the duration of the project.
  - i. All supply, delivery, installation, testing and commissioning of energy efficient air-conditioning systems activities can be done during office hours and Saturday, Sundays and Holidays and shall ensure the tidiness and orderliness of the work location after the said activities.
    - j. Submit to the Purchaser an As-Built Plan of the project signed by the PME.
  - k. The Supplier must be duly organized and incorporated in the country where it operates and must have all the necessary government permits and licenses in performing their obligations under this document

**V. COMPLETION PERIOD**

The Supply, Delivery, Installation, Testing and Commissioning of Energy Efficient Air-conditioning Systems for the LFO office spaces must be completed within ninety (90) days upon the receipt of the Notice to Proceed (NTP) by the Supplier.

**VI. TERMS OF PAYMENT**

The Supplier’s request for payment shall be made in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and upon fulfillment of all the obligations stipulated in the Scope of Work.

*Schedule of Payment*

Monthly payment shall be based on the % tonnage rating of ACU units that were delivered, installed, tested, commissioned and accepted by the end-user:

Scope of Works	Amount
Submission of design plan / work schedule	10% of Contracted amount
Installation, Testing and Commissioning of new ACU units	X% of remaining Contracted amount (90%)  X Shall be the % of units delivered, installed, tested, commissioned and accepted by the end-user ( <i>against the total tonnage rating to be installed as per this TOR</i> ).
Verification Testing	To be shouldered by the Supplier
Total	100% Contracted Amount

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*\*For the purpose of simplifying the calculation of X for the terms of payment, 1HP shall be equivalent to 1TR.*

Any and all taxes, duties, fees, charges and other legal obligations arising by virtue of this TOR shall be for the account of the Supplier..

## **VII. INSPECTIONS AND TESTS**

The Purchaser may reject any Goods or any part thereof that fail to pass any tests and/or inspections or do not conform to the specifications as specified in "Item VIII". The Supplier shall immediately rectify or replace such rejected Goods or parts thereof. The End-user Focal Person for this site is: Dir. Renante M. Sevilla, OIC-Dir Russ Mark Gamallo, Dir. Nilo J. Geroche

## **VIII. WARRANTY**

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials.

The Purchaser warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in the country.

The warranty shall remain valid for a minimum of 2-years for the inverter circuit boards and 5-years for the compressor reckoning from the date of the issuance of the Final Certificate of Acceptance.

The Purchaser shall notify the Supplier whenever repairs needs to be done and the supplier shall act upon and complete the repair works within 1 day of the notification as covered by the warranty period.

## **IX. CHANGE ORDERS**

The Purchaser may at any time order the Supplier through a notice, in writing, to make changes in the general scope of the project with respect to the following:

- a. Relocation of air-conditioning units (ACUs)
- b. Changing ACU rating and count in certain locations (ex.

Convert a 5.0-TR unit to two 3.0 HP units or other equivalents)

This contract is a fixed cost basis and no additional cost for change and/or variations under this contract is allowed. The change order and variation shall be agreed upon in advance by the parties.

All amendments shall be agreed upon in writing by the Purchaser and Supplier and should not involved any additional cost.

**X. PERSONNEL**

In hiring of personnel for the implementation of the project, equal opportunities for men and women shall be assured.

**Other Terms and Conditions:**

1. Bidder must submit brochure/s, **in their bid submission**, to be used as reference in their delivery.
2. Only one brand for items with more than one unit requirement will be accepted.
3. Bidder must conduct operational demonstration of the item as part of the end-user acceptance
4. Price quoted should be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties. Should the equipment be rendered obsolete or phased out by the manufacturer, the upgraded or new version shall be delivered at no added cost to DOE.
5. Equipment warranty must be at least one (1) year on parts and services. Supplier should warrant that all components' parts are new, not cloned/imitation, no defects, tested and in accordance with the specifications. In case, of equipment failure/repair during warranty period, the supplier must provide temporary service unit with the same or better specifications.
6. Delivery Terms: 60 calendar days upon receipt of approved Notice to Proceed (NTP).
7. Total bid Price is inclusive of all cost duties and taxes



# **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 **or 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 **ending year 2020**, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions; **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]*

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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]*



**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]*

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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 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

*[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]*