



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

Early Procurement of DOE's Outsourced Manpower Services

(Purchase Request No.02-0101/0151-2023-EP-0024)

**6th Edition
July 2020**

Section I. Invitation to Bid



EARLY PROCUREMENT OF DOE'S OUTSOURCED MANPOWER SERVICES

1. The **Department of Energy (DOE)** is undertaking this procurement under the Guidelines for the Implementation of Early Procurement for the Early Procurement of DOE's Outsourced Manpower Services and intends to apply the sum of Php73,100,000.00 that will be sourced from the GAA for **FY 2023**, being the Approved Budget for the Contract (ABC) to payments under the contract for Purchase Request No. 02-0101/0151-2023-EP-0024. Bids received in excess of the ABC shall be automatically rejected at bid opening. The award of the contract is subject to the effectivity of GAA for FY 2023.
2. The DOE now invites bids for Early Procurement of DOE's Outsourced Manpower Services. Delivery of the Goods and Services is required **to start thirty (30) calendar days** upon receipt of Notice to Proceed. Bidders should have completed a contract similar to the Project, within two (2) years from the date of submission and receipt of bids. 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.

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 4:00pm.

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 also accepts payment for the bid documents through bank payment (Landbank of the Philippines):

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name	:	DOE Trust Fund
Account Number	:	0052-1155-58
Swift Code	:	TLBPPHMM
Beneficiary Address	:	Department of Energy, Energy Center, BGC, Taguig City

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:

bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph

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.

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 **24 November 2022** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184, in the amount of Php50,000.00.
6. The Department of Energy will hold a Pre-Bid Conference on **01 December 2022** which will start at **9:00 AM** at the DOE – **Audio Visual Room** DOE BAC Main Office.

If the Bidders has COVID-19 related constraints, they have the options to attend the Prebid thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph on or before **29 November 2022**:

1. Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details;
 2. Active email addresses where the invitation/link will be sent; and
 3. Indicate the item/s the company would like to participate
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **9:00 AM of 15 December 2022** 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 **9:00 AM of 01 December 2022**. Online submission is not yet available. Late bids shall not be accepted.

**Procurement Management Division
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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 **10:00 AM of 15 December 2022**, DOE – Audio Visual Room, DOE-Main Building. 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' representative.

Department of Energy
DOE Main Building, Energy Center,
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The official representative as stated in the bid submission is required to attend the bid opening. Due to community quarantine measures, attendees shall be subject to 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 through the MS Teams platform.

If the Bidders has COVID-19 related constraints, they have the options to attend the Opening of Bids thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph on or before **14 December 2022**.

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 (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 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

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Rizal Drive Bonifacio Global City,

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

Website: www.doe.gov.ph

(sgd)

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 DOE's Managed Printing Services under Purchase Request No. 02-0101/0151-2023-EP-0024.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for GAA **FY2023** in the amount of Php73,100,000.00

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 31 March 2023. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB Clause 14** shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One (1) Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Provisions of institutional manpower services b. completed within two (2) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting no allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – Department of Energy, Taguig City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. Not less than Php1,462,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Not less than Php3,655,000.00 if bid security is in Surety Bond.
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	No further Instructions

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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>Delivery and Documents –</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: Ms. Ma. Cecilia P. Baldos, Chief-HRMD</p> <p>Delivery and Documents</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>Packaging</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 into consideration,</p>

	<p>where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p> <p>Transportation</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Intellectual Property Rights –</p>
C	<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>Monthly Billing based on actual services rendered will be paid upon compliance with the billing and payment provision under the TOR and completion of all deliverables and 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.</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.

Item No.	Item	Qty.	Unit	Delivery Date
1	DOE's Outsourced Manpower Services	1	Lot	Thirty (30) Calendar Days upon receipt of Notice to Proceed

Section VII. Technical Specifications/ Terms of Reference

Terms of Reference/Specifications	
Outsourced Manpower Services FOR CY2023 ABC: PhP 73,100,000.00 Quantity: One (1) Lot	Bidder's Compliance
<p style="text-align: center;">TERMS OF REFERENCE (TOR)</p> <p>I. BACKGROUND</p> <p>The Department of Energy (DOE), hereunto referred to as the CLIENT, needs the services of a duly licensed/registered, capable, competent, and stable Manpower Service Provider, hereunto referred to as the CONTRACTOR, shall provide the needed support/outsourced personnel that will be assigned to the various units of the CLIENT. Attached is the list of the identified support/outsourced personnel positions and their assigned posts with the corresponding qualifications and salary grades.</p> <p>II. GENERAL OBJECTIVE</p> <ol style="list-style-type: none"> 1. The services shall cover the driving/chauffeur, administrative, encoding, and computer technical resource pool requirements of the CLIENT as identified in the attached Annex "A". 2. The Contract of Services shall be for one (1) year period effective 01 January to 31 December 2023. The CLIENT shall evaluate the CONTRACTOR's work performance one month before the end of the contract period. The passing rate of work performance is at least Satisfactory. 3. The Contract Price shall be maintained, except if there is a need for it to be adjusted, increased, or updated in consideration of the following: <ol style="list-style-type: none"> a. Government-mandated increases in minimum wages, Cost of Living Allowance (COLA) and other benefits as authorized/issued by the concerned government entities including, but not limited to, the certain corresponding increase/s in premiums or contributions of Social Security System (SSS), Employment Compensation (EC), PhilHealth, and Pag-IBIG.; and shall strictly follow the 	

provisions of Bureau of Internal Revenue's (BIR's) 12% Value Added Tax (VAT).

- b. Additional work (or Overtime Work) required and approved by the **CLIENT** or deductive work (undertime, absences, and other related deductions). The total of additive work or deductive work shall be based on the unit cost specified in the contract.
- c. Payment of overtime may also be charged against the savings generated from undertime and absences of outsourced manpower. Payment of overtime may also be charged against other budget sources in compliance with existing accounting and auditing rules and regulations.
- d. Increases in the number of human resource requirement of the **CLIENT**, as deemed necessary in compliance with certain issuances of oversight agencies and other agencies, such as, but not limited to, the Civil Service Commission (CSC), Department of Budget and Management (DBM), Commission on Audit (COA), among others.
- e. Funding for this purpose shall be sourced from the respective units/projects where the additional human resource pool shall be assigned, subject to existing accounting and auditing rules and regulations.

III. MANPOWER

- 1. The initial total human resource pool requirement of the **CLIENT** is two hundred (200) outsourced manpower personnel, who will be assigned in its respective units/offices of the **CLIENT**.
- 2. The number of outsourced manpower personnel may be increased, in the exigencies of the service, and upon the submission of a strong justification from the **CLIENT's** End-User Unit, which shall be approved by their respective officials, Director, Assistant Secretary, and Undersecretary, and the Head of the Budget Division, as the case may be.
- 3. The **CONTRACTOR's** personnel are mandated to report for work, five (5) days in a week (Mondays to Fridays), eight (8) hours a day, unless requested to extend, as may be necessary.
- 4. The **CONTRACTOR's** personnel must observe the work schedule of the **CLIENT**, including work suspension as well as special and non-working holidays, Alternative Work Arrangement (AWA) schemes, and other work arrangements which may arise, subject to the discretion of the **CLIENT**.

5. **CONTRACTOR's** personnel shall receive full salary for the day when there is a work suspension, as declared by relevant government agencies and authorities.
6. Should the **CONTRACTOR's** personnel's tasks require them to go on Field Work or Overtime Work, they shall be allowed to undergo such, provided that complete documentations are made, and proper approvals are secured from their supervisors, including their concerned officials.
7. Services rendered out of regular working hours must be duly authorized by **CLIENT** to be rendered by the **CONTRACTOR's** personnel. As the case may be, the **CONTRACTOR** shall charge the **CLIENT** with overtime premium, night differential, and holiday pay, whenever is applicable.

Guidelines and procedures for the processing/billing of overtime pay shall be in accordance with existing rules and regulations of the **CLIENT**, subject to applicable labor laws, and accounting and auditing rules and regulations.

8. Services rendered outside of the **CLIENT's** offices or during field work must be duly authorized by the **CLIENT**. Reimbursement may be made by the **CONTRACTOR's** personnel in accordance with the **CLIENT's** guidelines, existing labor laws, and accounting and auditing rules and regulations.
9. The **CONTRACTOR's** personnel are exclusive employees of the **CONTRACTOR** and there exists no employer-employee relationship between the **CONTRACTOR's** personnel and the **CLIENT**. As such, claims of any nature, financial or otherwise, by the **CONTRACTOR's** personnel arising out of and/or in connection with their employment by the **CONTRACTOR** shall be the sole responsibility of the latter. Service rendered by the personnel of the **CONTRACTOR** shall not be credited as government service.

IV. SCOPE OF WORKS

1. The **CONTRACTOR** shall provide the human resource pool requirements of the **CLIENT** with its specified Qualification Standards per position, specified in the attached Annex "B." Said human resource pool shall perform the tasks of the position in order to support the growing demands of the **CLIENT's** stakeholders, and shall be assigned in the different offices of the **CLIENTS**, as follows:

- a) Head Office
- b) Luzon Field Office

- c) Visayas Field Office
- d) Mindanao Field Office

2. It is expected by the **CLIENT** that highly qualified and competent personnel, as duly screened/recommended, will be provided by the **CONTRACTOR**.
3. The **CLIENT** has the right to select which among the **CONTRACTOR's** human resource pool shall be chosen for hiring.
4. The **CLIENT** may also endorse its own chosen personnel to the **CONTRACTOR**, for hiring. Said endorsed personnel of the **CLIENT** shall still undergo the pre-employment requirements including drug test of the **CONTRACTOR**.
5. **CONTRACTOR** shall ensure that its personnel assigned to the **CLIENT** are thoroughly screened as to qualification, moral character, and other employment requirements, and who have submitted to the **CONTRACTOR** their respective medical certificates and clearances, especially NBI clearance and clearance from use of illegal drugs (not more than 3 months from issuance), from pertinent agencies and establishments.
6. Electronic copies of the original documents of the chosen personnel profile, 201 file, resume, medical and drug test certificate and other clearances shall be submitted by the **CONTRACTOR** to the **CLIENT's** HRMD Chief for evaluation and screening and documentation prior to actual assignment of **CONTRACTOR's** workers at **CLIENT's** premises; otherwise the **CLIENT** will not honor the deployment.
7. Exempted from said documentation/requirements for hiring are the immediate relievers to be assigned for not more than three (3) days in **CLIENT's** premises but who shall present, upon reporting, an endorsement letter duly signed by **CONTRACTOR** or its authorized Human Resource Officer.

On peculiar cases, such as maternity leave, relievers may be assigned for more than three (3) days, but must submit documentation and pre-employment requirements for temporary deployment.

8. The hiring of the personnel for this Contract shall be co-terminus with the Contract Coverage Period (CCP) unless the concerned personnel have committed violations as stipulated in the List of Offenses or Annex "C" and other related provisions of this Contract or due to unsatisfactory performance.

In which case, **CONTRACTOR** shall properly inform **CLIENT**, or vice versa, in writing on any movement and/or replacement of its

worker/s assigned to **CLIENT** and the reason/s or purpose for its actions in pulling out or rotating out from **CLIENT's** premises the concerned worker/s due to established offenses or unsatisfactory performance.

9. **CONTRACTOR's** personnel who are hired by the **CLIENT** as its permanent employee shall be exempt from the 30-day requirement of filing resignation from the **CONTRACTOR**. The **CONTRACTOR** shall provide assistance to the said hired personnel for smooth transition from outsourced manpower to a permanent employee of the **CLIENT**.
10. **CONTRACTOR** shall provide Occupational Safety and Health Standard (OSHS) and/or the Basic Occupational Standard and Health (BOSH) seminars/training to all outsourced manpower and abridged Theoretical Driving Course and Defensive Driving Course to all drivers and chauffeurs within three (3) months upon commencement of the contract. Training program and instructors must be accredited by DOLE/TESDA/LTO
11. Further, **CONTRACTOR** shall provide its workers a complete set of uniform to be worn from Monday to Thursday. The total cost of the above uniforms shall be for **CONTRACTOR's** own account and shall not be charged to its workers. It is the **CONTRACTOR's** responsibility to ensure that all outsourced manpower personnel reports to work in proper uniform including identification card through routine checks and spot audits.

V. RESPONSIBILITIES / OBLIGATIONS

1. CONTRACTOR

- a. Timely payment of monthly wages and remittances of premium contributions to SSS, EC, PhilHealth, and PAG-IBIG of personnel assigned at the **CLIENT's** office and issuance of Pay Slip to each individual outsourced employee showing the breakdown or details of payments and deductions;
- b. Regular quarterly meeting/s with the **CLIENT** together with the Contractor's Account Manager and Human Resource representative, or as often as necessary, for smooth implementation of activities or to discuss problems and make resolution/s to address issues/concerns or improve systems/operations;
- c. Provide replacement of qualified outsourced personnel, if necessary, upon recommendation/approval of the **CLIENT**.
- d. Honor the Contract and related agreements, as the case maybe.

- e. Assign a dedicated Coordinator who shall be stationed in the **CLIENT's** premises to oversee their employees and one who shall coordinate with **CLIENT's** concerns.
- f. **CONTRACTOR** agrees to assume full responsibility for the act and conduct of its workers assigned at **CLIENT's** premises and guarantees that said workers shall continue to report in their assigned work areas as long as their services are needed by **CLIENT**;
- g. **CONTRACTOR** shall strictly prohibit its workers to stay-in or live-in **CLIENT's** premises during their off-schedule, except during highly exceptional situations as determined by **CLIENT**;
- h. It is agreed upon that **CLIENT** has the right to reject any worker who is not acceptable to **CLIENT**. It is likewise agreed upon that whenever **CLIENT** communicates to **CONTRACTOR** its need for a replacement of worker due to established offenses as defined in Annex "C" hereto, the same shall be accomplished by **CONTRACTOR** immediately, and not later than three (3) days from receipt of such communication. For purposes of this paragraph, **CONTRACTOR** likewise guarantees that the workers it shall assign to **CLIENT** shall observe proper order and decorum and comply strictly with the Rules and Regulations pertaining to **CONTRACTOR's** workers offenses;
- i. If, at any time, **CONTRACTOR** fails or refuses to provide the required number of workers herein, **CLIENT** shall have the right to terminate this Contract summarily without prejudice to such other remedies it may exercise or bring against **CONTRACTOR**;
- j. In case a **CONTRACTOR's** worker caused the breakdown or destruction of equipment, machine, or property of the **CLIENT**, repair or replacement of such equipment, machine, or property shall be imposed against **CONTRACTOR**, after an investigation has been fairly conducted by both **PARTIES**.

2. CLIENT

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

VI. OTHER INSURANCE/BOND

1. The **CONTRACTOR** shall also submit to the **CLIENT** within ten (10) days from signing of the Contract the following additional bonds and securities issued by the GSIS and/or any surety insurance companies duly registered/accredited by the IC:
 - a. Liability Insurance to cover bodily injuries at P100,000.00 per person per accident for a total of P500,000.00 aggregate per accident and for property damage at P1,000,000.00 aggregate per accident for a grand total of P1,500,000.00 Comprehensive General Liability (CGL) insurance; and,
 - b. Labor Bond/Security in the amount equal to 100% of the Total Labor Cost under this Contract to answer for the wages due the employees should the **CONTRACTOR** fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines.
2. **CONTRACTOR** non-performance of the required responsibilities, deliverables and non-compliance to the minimum performance standard can be considered as a ground for the imposition of liquidated damages and/or blacklisting as provided under the applicable provisions of Republic Act 9184, its IRR or related issuances of the Government Procurement Policy Board.

VII. COMPONENT OF CONTRACT COST (Refer to Bid Detail Form Annex E - Bid Form for the Procurement of Goods)

1. Daily Wage Rate including COLA
2. 13th Month Pay
3. All declared holidays of 2023
4. Five (5) Days Incentive Leave
5. Premiums for SSS, PhilHealth, ECC, Pag-IBIG (based on the latest government issuance/s)
6. Cost of Uniforms of the DOE outsourced personnel (Four Blouses for female and Button-down polo for male with company name and logo)
7. Administrative/Overhead/Profit Cost (in accordance with the provisions of RA 9184 and its revised IRR)
8. 12% Value Added Tax (VAT)
9. All other benefits provided by law

VIII. BILLINGS AND PAYMENTS

1. The **CONTRACTOR** to submit on or before the 2nd day of the following month its bill on services rendered for the preceding month and accompanied by a Sworn Affidavit by the

CONTRACTOR to the effect that it has paid all the wages and benefits of the concerned outsourced personnel detailed to the **CLIENT**, in accordance with the existing laws, including the remittance of premiums for SSS, EC, Pag-IBIG, and PhilHealth monthly contributions. The **CONTRACTOR** shall submit as proof the official copy of their monthly remittance to said offices reflecting the names of their personnel assigned to the **CLIENT**.

2. The **CLIENT** shall not process any billing submitted without the foregoing documents. Any personnel provided by the **CONTRACTOR** under whose services are utilized for more than eight (8) hours a day and/or outside their regular time of works when requested by the **CLIENT** shall be paid his/her daily regular rate, plus overtime, as the case maybe, based on the premium rates as provided under the Labor Code.
3. The **CLIENT** shall process the payments within fifteen (15) working days upon submission by the **CONTRACTOR** of all required documents to be attached to the vouchers. All penalties shall be deducted from the billings for the pertinent period.
4. The **CONTRACTOR** shall provide monthly pay slip to the outsourced personnel of the **CLIENT**, and the same shall be made available upon formal request of the **CLIENT**.

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

All of **CONTRACTOR's** personnel shall strictly comply with the provisions of Annex "C" (copy attached), and the **CLIENT's** company rules, policies and guidelines.

X. PERMITS AND LICENSES

1. The **CONTRACTOR** warrants to obtain and to maintain all necessary permits and licenses required by the national or local officials, or by the civilian or military authorities, in order to continue operating legally.
2. The **CONTRACTOR** should meet the following requirements:
 - a. Duly registered with the Department of Labor and Employment (DOLE);
 - b. Duly registered with the Bureau of Internal Revenue (BIR);
 - c. For sole proprietorship, duly registered with the Department of Trade and

Industry (DTI);

d. For corporations and partnerships, duly registered with the Securities and Exchange Commission (SEC); and

e. Must be an active employer registered with the following agencies:

- Social Security System (SSS),
- Home Development Mutual Fund (Pag-IBIG Fund), and
- Philippine Health Insurance Corporation (PHILHEALTH).

XI. TAXES, DUTIES, FEES, OTHER LEGAL EXTRACTIONS

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

XII. SETTLEMENT AND LITIGATION

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

XIII. TERMINATION OF CONTRACT

1. The **CLIENT** reserves the right to rescind, terminate or abrogate the Contract with the **CONTRACTOR** in any of, but not limited to, the following instances:
 - a. Negligence on the part of the **CONTRACTOR** resulting to material and financial losses to the government;
 - b. **CONTRACTOR's** submission of falsified or forged license/permit as well as other falsified documents and reports;
 - c. Engagement by the **CONTRACTOR** or any of its personnel assigned to the **CLIENT** in activities that are dangerous to the public safety and welfare or inimical to the national security, e.g., holding sit-down strikes or rallies at the **CLIENT's** premises and related activities;

- d. Report or display of discourtesy and rudeness by any of the **CONTRACTOR's** personnel;
- e. **CONTRACTOR's** non-compliance with the minimum wage of the salary of the personnel assigned at the **CLIENT** and/or non-remittance of monthly premiums for SSS, Philhealth, EC, and Pag-ibig contributions; and
- f. Breach of obligation and the terms and conditions under this Contract.

XIV. RESERVATION CLAUSE

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

XV. TECHNICAL REQUIREMENTS OF A CONTRACTOR

1. Proof of monthly remittances of premium contributions to SSS, EC, PhilHealth, and Pag-IBIG that were deducted/collected by the **CONTRACTOR** from the monthly salaries of its staff covering the six (6)-month period prior to the date of the Public Bidding. The actual payments or remittances of these monthly premiums had been done within two (2) months from actual collection/deduction from the salaries of the **CONTRACTOR's** personnel *
2. DOLE/NLRC Certificate that the company has no unfavorable decision for violation of labor law and minimum wage law for the past six (6) months *
3. Proof of 12% VAT payment to BIR made prior to the date of Public Bidding covering the past six (6) months thru Electronic Payment Filing System (EPFS) *

4. Latest Income and Business Tax Returns for the preceding year;
5. **CONTRACTOR's** copy of its DOLE/TESDA Certificate for the Occupational Safety and Health Standard (OSHS) and/or the Basic Occupational Standard and Health (BOSH) seminars/training as required under Rule 1030 of the OSHS, as amended/issued by the DOLE *
6. Proof that the **CONTRACTOR** has been in the business of operating as service provider for at least ten (10) years and has provided manpower outsourcing to at least one National Government Agencies (NGAs), Government Financial Institutions (GFIs), and Government-Owned and Controlled Corporations (GOCCs) for at least one (1) year within the last five (5) years
7. To guarantee quality outsourced manpower pool, must be affiliated to the People Management Association of the Philippines (PMAP) and Philippine Association of Legitimate Service Contractors (PALSCON) or other DOLE Accredited Service Contractor Association. Must provide Certificate of membership/registration PALSCON and PMAP *
8. Certificate of Registration, pursuant to DOLE Department Order 18-A, series of 2011 *

** Post-qualification Requirements*

ANNEX "A"

TOTAL MANPOWER REQUIREMENT PER POSITION DOE OUTSOURCED PERSONNEL

SALARY GRADE	POSITION TITLE	MINIMUM MONTHLY SALARY / GROSS SALARY	NUMBER OF PERSONNEL
3	DRIVER I / ADMINISTRATIVE AIDE III	13,572.00	3
4	DRIVER II / MECHANIC I	14,400.00	28
5	CHAUFFEUR I	15,275.00	1
6	DATA ENCODER I	16,200.00	22
7	COMPUTER OPERATOR I	17,179.00	13

8	DATA ENCODER II	18,251.00	26
9	COMPUTER OPERATOR II	19,593.00	11
10	DATA ENCODER- CONTROLLER	21,205.00	3
11	DATA ENCODER III / PHOTOGRAPHER	23,877.00	26
12	COMPUTER OPERATOR III	26,052.00	1
13	DATA ENCODER IV / PROJECT SUPPORT STAFF / COMPUTER TECHNICIAN	28,276.00	55
14	COMPUTER OPERATOR IV	30,799.00	2
15	DATA ENCODER V	33,575.00	4
16	SENIOR COMPUTER OPERATOR I	36,628.00	5
Total Outsourced Manpower Personnel			200

**ANNEX “B”
QUALIFICATION STANDARDS
DOE OUTSOURCED PERSONNEL**

SENIOR COMPUTER OPERATOR I (SG 16)

All Bureaus/Services/Divisions/Offices/Units

EDUCATION : Bachelor's degree

EXPERIENCE: One (1) year of relevant experience

DATA ENCODER V (SG 15)

All Bureaus/Services/Divisions/Offices/Units

EDUCATION : Bachelor's degree

EXPERIENCE: Four (4) years of relevant experience

COMPUTER OPERATOR IV (SG 14)

All Bureaus/Services/Divisions/Offices/Units

EDUCATION : Bachelor's degree

EXPERIENCE: Three (3) years of relevant experience

PROJECT SUPPORT STAFF (SG 13)

All Bureaus/Services/Divisions/Offices/Units

EDUCATION : Bachelor's degree

EXPERIENCE: One (1) year of work experience

<p>COMPUTER TECHNICIAN (SG 13) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Bachelor's degree EXPERIENCE: One (1) year of work experience</p> <p>DATA ENCODER IV (SG 13) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Completion of two (2) years studies in college EXPERIENCE: Three (3) years of relevant experience</p> <p>COMPUTER OPERATOR III (SG 12) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Completion of two (2) years studies in college EXPERIENCE: Two (2) years of relevant experience</p> <p>DATA ENCODER III (SG 11) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Completion of two (2) years studies in college EXPERIENCE: Two (2) years of relevant experience</p> <p>PHOTOGRAPHER III (SG 10) Information Technology Management Service/Public Affairs Staff EDUCATION : Completion of two (2) years studies in college EXPERIENCE: Two (2) years of relevant experience</p> <p>DATA ENCODER-CONTROLLER (SG 10) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Completion of two (2) years studies in college EXPERIENCE: Two (2) years of relevant experience</p> <p>COMPUTER OPERATOR II (SG 9) Information Technology Management Service EDUCATION : Completion of two (2) years studies in college EXPERIENCE: One (1) year of relevant experience</p> <p>DATA ENCODER II (SG 8) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Completion of two (2) years studies in college EXPERIENCE: One (1) year of relevant experience</p> <p>COMPUTER OPERATOR I (SG 7) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Completion of two (2) years studies in college</p> <p>DATA ENCODER I (SG 6) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Completion of two (2) years studies in college</p> <p>CHAUFFEUR I (SG 5) Commission on Audit/Executive Offices EDUCATION : High School Graduate EXPERIENCE : One (1) year of relevant experience ELIGIBILITY : Professional Driver's License</p>	
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<p>MECHANIC I (SG 4) Field Offices/General Services Division EDUCATION : High School Graduate</p> <p>DRIVER II (SG 4) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Elementary School Graduate ELIGIBILITY : Professional Driver's License</p> <p>DRIVER I (SG 3) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Elementary School Graduate ELIGIBILITY : Professional Driver's License</p> <p>ADMINISTRATIVE AIDE III (SG 3) All Bureaus/Services/Divisions/Offices/Units EDUCATION : Elementary School Graduate</p>	
<p style="text-align: center;">Annex C</p> <p style="text-align: center;">POLICIES AND GUIDELINES ON THE PROPER DECORUM AND BEHAVIOR FOR JOB ORDER (JO) AND CONTRACT OF SERVICE (COS) WORKERS AND OUTSOURCED MANPOWER PERSONNEL</p> <p>The acts or omissions listed hereunder constitute negligence of duty or imprudence which shows lack of moral behavior or paucity of discipline. The DOE or the CONTRACTOR shall impose or apply the appropriate penalties or sanctions or corrective measures on DOE's directly hired Jos and COS workers and those manpower personnel assigned to CLIENT's premises who commit such misbehavior or misconduct.</p> <p>A. OFFENSES</p> <p>1. CONDUCT AND BEHAVIOR</p> <ol style="list-style-type: none"> a. Holding of unauthorized meeting at the DOE or at the CLIENT's premises that would adversely affect DOE's or the CLIENT's operation/activities² b. Carrying of prohibited weapons or banned objects, e.g., illegal drugs, fan-knives, firearms, explosives, etc. within the DOE or the CLIENT's premises² c. Fighting or attempting bodily harm on any person except in self-defense while within the DOE or within the CLIENT's premises or while performing work at the DOE or for CLIENT whether within or outside its premises² d. Malicious mischief or horseplay resulting in injury to person/s or destruction of DOE's or the CLIENT's property for which it may be held liable² 	

- e. Intimidations or coercion of fellow **JOs/COS** or **CONTRACTOR'S** workers, **DOE's** or **CLIENT's** employees, customers, guests and/or any person, in any manner which adversely affects **DOE's** or **CLIENT's** reputation and interests²
- f. Concealing a disease which endangers fellow **JOs/COS** or **CONTRACTOR'S** workers or **DOE's** or **CLIENT's** employees and guests²
- g. Refusal to submit to or failure to meet security requirements of **DOE** or the **CLIENT** or being in the opinion of **DOE** or **CLIENT** a high security risk²
- h. Intentionally damaging **DOE's** or **CLIENT's** property or any property for which the **DOE** or the **CONTRACTOR** may be held liable²
- i. Refusal to comply or failure to carry out legal instructions of **DOE** supervisors and/or **CLIENT's** concerned personnel¹
- j. Commission of an illegal or immoral act within the **DOE** or **CLIENT's** premises¹
- k. Commission of an act which is or may constitute a crime¹

2. **NEGLIGENCE OF DUTY**

- a. Gross neglect of duty¹
- b. Unnecessary use and/or playing games on cellphones while on duty³
- c. Sleeping or napping while on duty³
- d. Leaving work and/or workplace without proper authorization from supervisors during the time of duty²

3. **INSUBORDINATION**

- a. Disobedience to the lawful order of supervisors in connection with his/her duties¹
- b. Insult or willful disrespect on the honor of any official or employee of the **DOE** or the **CLIENT** or persons transacting business with the **DOE** or the **CLIENT**¹
- c. Refusal to answer questions in any investigation authorized or conducted by the **DOE** or the **CLIENT** unless such answers would violate Constitutional rights¹

4. **DISHONESTY**

- a. Unauthorized use of **DOE's** or **CLIENT's** resources¹
- b. Stealing and/or attempting to steal from the **DOE** or the **CLIENT**, its employees, other contractors/workers and/or clientele¹
- 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** or the **CLIENT's** premises¹;
- d. Substituting material and/or object with intent to gain¹
- e. Obtaining or attempting to obtain **DOE's** or the **CLIENT's** funds, equipment, products, supplies and materials through fraudulent

means from **DOE's** or the **CLIENT's** suppliers, warehouses, plants or stations, and other assigned work places¹

- f. Defrauding the **DOE** or the **CLIENT** in any manner¹

5. **ALCOHOLIC BEVERAGES OR PROHIBITED/REGULATED DRUGS**

- a. Unauthorized use or possession of prohibited/regulating drugs within the **DOE** or the **CLIENT's** premises¹
- b. Drinking liquor within the **DOE** or the **CLIENT's** premises except during official occasions and locations as authorized by the **DOE** or the **CLIENT**¹
- c. Reporting for work under the influence of liquor and/or prohibited/regulating drugs, or with observed disturbance of mindset due to depression or stress (physical or financial)¹
- d. Selling or inducing any person to take prohibited/regulating drugs within the **DOE** or the **CLIENT's** premises except when duly authorized for medical reasons¹

6. **SAFETY**

- a. Failure to observe the **DOE's** or the **CLIENT's** safety rules and regulations²
- b. Carelessness with regard to the safety of fellow **JOs/COS** or the **CONTRACTOR'S** workers or **DOE's** or the **CLIENT's** employees, guests and visitors²
- c. After having access to information, failure to immediately report an accident or injury involving fellow **JOs/COS** or the **CONTRACTOR'S** workers, **DOE's** or the **CLIENT's** employees or damage to **DOE's** or the **CLIENT's** property²
- d. Smoking in "No Smoking" areas within the **DOE** or the **CLIENT's** premises or property²
- e. Carrying matches or lighters, or other than safety matches or lighters with close covers, or having open lights or fires within the prescribed limits where such practice is forbidden within the **DOE** or the **CLIENT's** premises or property²
- f. Removing safety devices from **DOE's** or the **CLIENT's** machinery, equipment or any other property without permission²
- g. Driving **DOE's** or the **CLIENT's** vehicle recklessly or at excessive speed, or at speed above the area speed limit outside the **DOE's** or the **CLIENT's** premises or driving any other vehicle in the same manner within the **DOE's** or the **CLIENT's** premises²
- h. Allowing unauthorized persons to operate the **DOE's** or the **CLIENT's** vehicle or equipment when the same is assigned to him/her²
- i. Driving Under the Influence (DUI) of liquor or prohibited/regulating drugs¹
- j. Intentionally destroying or damaging the **DOE's** or the **CLIENT's** property or other equipment¹
- k. Failure to wear safety attire which are prescribed within the **DOE's** or the **CLIENT's** premises³

- l. Staying after work in the **DOE's** or the **CLIENT's** premises unless otherwise authorized by the respective Supervisors/Division Chiefs/Director/Official³
- m. Unauthorized entry in restricted areas/office/closed rooms within the **DOE's** or the **CLIENT's** premises³

7. **OTHER ACTS OR OMISSIONS**

- a. Leaving and/or vacating respective assigned post and/or area of responsibility when on-duty at the **DOE** or the **CLIENT's** premises unless instructed by their immediate supervisors or authorized personnel to perform official functions outside the **DOE's** or the **CLIENT's** premises²
- b. Improper or non-wearing of the **DOE's** or the **CONTRACTOR's** uniform or appropriate office attire when on-duty at the **DOE's** or the **CLIENT's** premises and/or in the **DOE's** or the **CLIENT's** other sites³
- c. Discourtesy to the **DOE's** or the **CLIENT's** personnel, guests, visitors and other **Jos/COS** or **CONTRACTOR'S** workers²
- d. Use of **DOE's** or the **CLIENT's** telephone direct line in placing outside calls with toll fee charges and other charges unless instructed by the immediate supervisors or authorized personnel²
- e. Loafing to other areas where he/she is not assigned except during the period for morning snack (0900H-0915H), lunchtime (1200H-1300H), and afternoon snack (1500H-1515H)²
- f. Unauthorized entry to the **DOE's** or the **CLIENT's** offices or closed areas at the **DOE's** or the **CLIENT's** premises³
- g. Engaging directly or indirectly in partisan political activities by one holding non-political office²
- h. Improper or unauthorized solicitation of contributions from the **DOE's** or the **CLIENT's** employees, customers, guests and/or any person¹
- i. Promoting the sale of tickets in behalf of private enterprises from the **DOE's** or the **CLIENT's** employees, customers, guests and/or any person that are not intended for charitable or public welfare purposes and even in the latter cases, if there is no prior authority¹
- j. Gambling within the **DOE's** or the **CLIENT's** premises¹

B. PENALTIES

1. Classification of Offenses. Administrative offenses with corresponding penalties are classified into grave, less grave, and light, depending on their gravity or depravity and effects in government service.
2. Grave offenses shall be punishable by dismissal from the service or automatic termination of contract.
3. Less grave offenses shall be punishable by warning, written reprimand, suspension for one (1) month to six (6) months for the 1st offense, and dismissal from service or automatic termination of contract for the 2nd offense.

4. Light offenses shall be penalized as follows:

1st Offense

Warning and Written Reprimand to five (5) Days suspension

2nd Offense

Thirty (30) days suspension without pay and mandatory attendance in Values Orientation Program

3rd Offense

Three (3) months suspension without pay to Dismissal from service or automatic termination of contract.

5. Once an employee has been dismissed from service or his/her contract has been terminated as a penalty for any of the enumerated offense/s, he or she shall be perpetually disqualified for employment in the DOE.

These policies and guidelines shall take effect immediately after signing, and shall remain in full force and effect until sooner modified or revoked in writing by the undersigned or any competent authority.

All issuances which are inconsistent herewith are hereby repealed, amended, and modified accordingly

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, 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. Warranty/guarantee for goods and/or after sales warranty 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 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 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]

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 *[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: _____

Company Logo/Letter Head

BID DETAILS FORM

Title of Procurement: Procurement of Outsourced Manpower Services for 2023

End-user: Human Resource Management Division

Procurement Mode: Public Bidding

Approved Budget for the Contract: Php 73,100,000.00

DEPARTMENT OF ENERGY (Manila Office and Field Offices)

I. SALARIES & WAGES

A. Salary	Pax	Monthly Salary		Total
Driver I/Administrative Aide III	3	x	P	P _____
Driver II / Mechanic I	28	x	P	P _____
Chauffeur I	1	x	P	P _____
Data Encoder I	22	x	P	P _____
Computer Operator I	13	x	P	P _____
Data Encoder II	26	x	P	P _____
Computer Operator II	11	x	P	P _____
Data Encoder-Controller	3	x	P	P _____
Data Encoder III / Photographer III	26	x	P	P _____
Computer Operator III	1	x	P	P _____
Data Encoder IV / Project Support Staff / Computer Technician	55	x	P	P _____
Computer Operator IV	2	x	P	P _____
Data Encoder V	4	x	P	P _____
Senior Computer Operator I	5	x	P	P _____
TOTAL	200		Sub-Total	P _____

Note: Wages offered should not be lower than the wage rate specified in Annex A with 22 working days
Minimum Monthly Salary Schedule is gross salary

B. 13th Month Pay (inclusive of government-mandated benefits)

	Pax	13th Month Pay		Total
Driver I/Administrative Aide III	3	x	P	P _____
Driver II / Mechanic I	28	x	P	P _____
Chauffeur I	1	x	P	P _____
Data Encoder I	22	x	P	P _____
Computer Operator I	13	x	P	P _____
Data Encoder II	26	x	P	P _____
Computer Operator II	11	x	P	P _____
Data Encoder-Controller	3	x	P	P _____
Data Encoder III / Photographer III	26	x	P	P _____
Computer Operator III	1	x	P	P _____
Data Encoder IV / Project Support Staff / Computer Technician	55	x	P	P _____
Computer Operator IV	2	x	P	P _____
Data Encoder V	4	x	P	P _____
Senior Computer Operator I	5	x	P	P _____
TOTAL	200		Sub-Total	P _____

C. 5 days Service Incentive Leave					
	Pax	Daily Salary		Days	Total
Driver I/Administrative Aide III	3	x	P		P
Driver II / Mechanic I	28	x	P		P
Chauffeur I	1	x	P		P
Data Encoder I	22	x	P		P
Computer Operator I	13	x	P		P
Data Encoder II	26	x	P		P
Computer Operator II	11	x	P		P
Data Encoder-Controller	3	x	P		P
Data Encoder III / Photographer III	26	x	P		P
Computer Operator III	1	x	P		P
Data Encoder IV / Project Support Staff / Computer Technician	55	x	P		P
Computer Operator IV	2	x	P		P
Data Encoder V	4	x	P		P
Senior Computer Operator I	5	x	P		P
TOTAL	200			Sub-Total	P
TOTAL Part I (A+B+C)					P
II. CONTRIBUTIONS - BASED ON THE LATEST GOVERNMENT ISSUANCE/S					
A. SSS (Employer's Share)					
	Pax	Monthly Share		Months	Total
Driver I/Administrative Aide III	3	x	P		P
Driver II / Mechanic I	28	x	P		P
Chauffeur I	1	x	P		P
Data Encoder I	22	x	P		P
Computer Operator I	13	x	P		P
Data Encoder II	26	x	P		P
Computer Operator II	11	x	P		P
Data Encoder-Controller	3	x	P		P
Data Encoder III / Photographer III	26	x	P		P
Computer Operator III	1	x	P		P
Data Encoder IV / Project Support Staff / Computer Technician	55	x	P		P
Computer Operator IV	2	x	P		P
Data Encoder V	4	x	P		P
Senior Computer Operator I	5	x	P		P
TOTAL	200			Sub-Total	P
B. ECC (Employer's Share)					
	Pax	Monthly Share		Months	Total
Driver I/Administrative Aide III	3	x	P		P
Driver II / Mechanic I	28	x	P		P
Chauffeur I	1	x	P		P
Data Encoder I	22	x	P		P
Computer Operator I	13	x	P		P
Data Encoder II	26	x	P		P
Computer Operator II	11	x	P		P
Data Encoder-Controller	3	x	P		P
Data Encoder III / Photographer III	26	x	P		P
Computer Operator III	1	x	P		P
Data Encoder IV / Project Support Staff / Computer Technician	55	x	P		P
Computer Operator IV	2	x	P		P
Data Encoder V	4	x	P		P
Senior Computer Operator I	5	x	P		P
TOTAL	200			Sub-Total	P

C. PHILHEALTH	Pax	Monthly Share	Months	Total
Driver I/Administrative Aide III	3	x	P	P _____
Driver II / Mechanic I	28	x	P	P _____
Chauffeur I	1	x	P	P _____
Data Encoder I	22	x	P	P _____
Computer Operator I	13	x	P	P _____
Data Encoder II	26	x	P	P _____
Computer Operator II	11	x	P	P _____
Data Encoder-Controller	3	x	P	P _____
Data Encoder III / Photographer III	26	x	P	P _____
Computer Operator III	1	x	P	P _____
Data Encoder IV / Project Support Staff / Computer Technician	55	x	P	P _____
Computer Operator IV	2	x	P	P _____
Data Encoder V	4	x	P	P _____
Senior Computer Operator I	5	x	P	P _____
TOTAL	200		Sub-Total	P _____

D. PAG-IBIG	Pax	Monthly Share	Total
Driver I/Administrative Aide III	3	x P	P _____
Driver II / Mechanic I	28	x P	P _____
Chauffeur I	1	x P	P _____
Data Encoder I	22	x P	P _____
Computer Operator I	13	x P	P _____
Data Encoder II	26	x P	P _____
Computer Operator II	11	x P	P _____
Data Encoder-Controller	3	x P	P _____
Data Encoder III / Photographer III	26	x P	P _____
Computer Operator III	1	x P	P _____
Data Encoder IV / Project Support Staff / Computer Technician	55	x P	P _____
Computer Operator IV	2	x P	P _____
Data Encoder V	4	x P	P _____
Senior Computer Operator I	5	x P	P _____
TOTAL	200		Sub-Total P _____

Total Part II (A+B+C+D)				P _____
III. OTHERS	Pax	Cost Per Personnel	Total	
Personnel Uniform:	200	x P	-	P _____
Four Blouses for female and				
Bottom down polo for male				
with company name and logo				
			Total Part III	P _____
			TOTAL (I, II and III)	P _____

IV. ADMIN COST/LOGISTIC COST (Percent of Items I, II, & III)	P
Inclusive of all supervision and management expenses and logistical costs.	TOTAL (IV) P _____

V. TAXES (12% VAT of Items IV)	P
	TOTAL (V) P _____

TOTAL BID OFFER	(Items I, II, III, IV & V)	P _____
-----------------	----------------------------	---------

Name and Signature of Authorize Representative :
 Company Name/Business name :
 Tel. No. / Cellphone No./ email address :
 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 _____

Annex G

Performance Securing Declaration

[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/manufacture/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]

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

[Insert Name and Signature]
[Insert 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]

DOE Chief Accountant
Witness

Acknowledgment

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