



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

Facsimile: (02) 8541-4105

Email address: bacsecretariat@doe.gov.ph

BIDDING DOCUMENTS

EARLY PROCUREMENT ACTIVITY FOR THE DOE'S EMPLOYEE SHUTTLE SERVICE

(Purchase Request No. 02-0101-2022-EP-0002)

**6th Edition
July 2020**

Section I. Invitation to Bid



INVITATION TO BID FOR THE EARLY PROCUREMENT FOR THE DOE'S EMPLOYEE SHUTTLE SERVICE FOR CY 2022

1. The **Department of Energy (DOE)** is undertaking this procurement under the *Guidelines for the Implementation of Early Procurement Activities (EPA) DOE's Employee Shuttle Service*, intends to apply the sum of Php19,382,000.00 that will be sourced from the GAA for FY 2022, being the Approved Budget for the Contract (ABC) to payments under the contract for Purchase Request No. 02-0101-2022-EP-0002. 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 2022 and the issuance of the corresponding allotment release order.
2. The DOE now invites bids for the *Early Procurement for the DOE's Employee Shuttle Service*. Delivery of the Goods and Services is required fifteen (15) Calendar days upon receipt of Notice to Proceed. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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

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

4. Interested bidders may obtain further information from **Department of Energy – Procurement Management Division** and inspect the Bidding Documents at the address given below during **office hours from Mondays to Fridays 8:00am to 3:00pm**.

**Procurement Management Division
Department of Energy
3F DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632**

Considering the COVID -19 situation, the DOE only accepts **payment for the bid documents through bank payment (Landbank of the Philippines):**

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

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:

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 18 November 2021 from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184, in the amount of Php19,000.00
6. The Department of Energy will hold a Pre-Bid Conference on 25 November 2021 through video conferencing which will start at 1:00 PM at DOE BAC Main Office. The bidders are required to submit the following information through bacsecretariat@gmail.com or jdeogracias@doe.gov.ph:
 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

Deadline of submission of information is on or before 24 November 2021. Video conferencing will be through MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 2:00 PM of 09 December 2021 or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or before 2:00 PM of 09 December 2021. Online submission is not yet available. Late bids shall not be accepted.

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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 09 December 2021 at 2:30 PM, DOE – Audio Visual Room, DOE-Main Building. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Department of Energy
DOE Main Building, Energy Center,
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Taguig City, Philippines 1632

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

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

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

3F DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: jdeogracias@doe.gov.ph

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

Website: www.doe.gov.ph

(sgd)

Usec. ROBERTO B. UY

Chairperson

Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Energy wishes to receive bids for the Early Procurement of DOE's Employee Shuttle Service under PR No. 02-0101-2022-EP-0002.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for GAA CY2022 in the amount of Php19,382,000.00

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 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 06 April 2022. 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. Provision of corporate/institutional Employee Shuttle Service or transport rental 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 /description or writeup of services being offered is part of the post qualification documentary requirement
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 (Annex C), or any of the following forms and amounts: <ul style="list-style-type: none"> a. not less than Php387,640.00 if the Bid Security is in the form of cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit or b. Not less than. Php969,100.00 if the Bid Security is in the form of Security Bond
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	No further Instructions

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>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: Mr. Jericho O. Bragado, Chief-GSD.</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>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <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 [indicate name(s)].</p>

Packaging

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

Transportation

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

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

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

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

	Intellectual Property Rights –
C	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	<p>The terms of payment shall be as follows:</p> <p>Monthly progress billing based on the actual services rendered as certified by the end-user, issuance of end-user's acceptance certificate and submission of complete documents. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing and accounting procedures.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	No further instruction

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.

	Description	Quantity	
Item 1	Early Procurement for the DOE's Employee Shuttle Service	1 Lot	Fifteen (15) calendar days upon receipt of Notice to Proceed



Section VII. Technical Specifications/ Terms of Reference

TERMS OF REFERENCE (TOR) CY2022 CONTRACT ON SHUTTLE VEHICLE SERVICES General Services Division (GSD)	Bidders Compliance
<p>I. BACKGROUND</p> <p>The Department of Energy (DOE) as “CLIENT” needs a responsible and duly licensed shuttle vehicle service operator to provide daily shuttle services to DOE employees from the following pick-up points in the morning and drop-off points in the afternoon:</p> <ul style="list-style-type: none"> a. South Area - - - 1. Salawag Dasmaringas Cavite via Alabang, Muntinlupa City; <ul style="list-style-type: none"> 2. Pacita Complex San Pedro then exit in Southwoods Mall in Laguna to SLEX going to Carmona and Sucat Exit in Parañaque; 3. SM Mall Calamba in Laguna; and 4. SM Center in Imus Cavite via CAVITEX/EDSA b. North Area - - - 1. Monumento in Quezon City; <ul style="list-style-type: none"> 2. SM Fairview in Quezon City and 3. Tabang, Guiguinto and Bocaue, Tambubong and Marilao Exit/Entry in Bulacan c. West Area - - - Mabuhay Rotunda in Manila; and d. East Area - - - SM Mall Masinag in Antipolo, Rizal. <p style="text-align: center;">II. GENERAL OBJECTIVE</p> <p>To provide a daily timely and safe shuttle services in the morning and afternoon to CLIENT’s employees during regular office days to/from designated pick-up and drop-off points.</p> <p>III. The Contract for Shuttle Vehicle Services is for a <u>twelve (12) months</u> period covering <u>01 January to 31 December 2022</u> unless sooner terminated by CLIENT by giving CONTRACTOR a thirty (30) day written Notice of Termination.</p> <p>The Contract may be extended for a maximum period of one (1) year or up to 31 December 2023 subject to the same terms and conditions provided CONTRACTOR has rendered satisfactory</p>	

performance and willing to accept the extension. Provided further, that said extension is based on the provisions under Appendix 17 (Revised Guidelines on the Extension of Contracts for General Support Services) of the IRR of RA-9184, wherein the regular monthly extension for up to six (6) months is necessary while awaiting for the award of the new Contract for CY 2023. Beyond the six (6) month period, the monthly extension thereon from 01 July 2023 up to 31 December 2023 shall be reported by the HOPE in writing to the GPPB.

IV. SCOPE OF WORKS

a. **CONTRACTOR** shall provide the following air-con service shuttle vehicles in good operating condition together with uniformed drivers to pick-up employees in the morning at the different designated places as indicated below and subsequently to ferry them back in the afternoon:

1. One (1) Aircon Shuttle Bus, year model 2016 or newer, fully air-conditioned at the range of 22 to 25 degrees Celsius cool level, with comfortable leg rooms and width, and having automatic door closer at the front and emergency exit door at rear-end side, having at least 40 reclining seats (2x2) and five (5) fixed seats at the back for a **minimum of 45 seating passengers**, with seat covers and seat belts, fire extinguisher, window curtains, audio and video system to shuttle employees to/from **Monumento, Quezon City to DOE main office premises in Bonifacio Global City (BGC), Taguig City and vice-versa;**
2. One (1) Aircon Shuttle Bus, year model 2016 or newer, fully air-conditioned at the range of 22 to 25 degrees Celsius cool level, with comfortable leg rooms and width, and having automatic door closer at the front and emergency exit door at rear-end side, having at least 40 reclining seats (2x2) and five (5) fixed seats at the back for a minimum of 45 seating passengers, with seat covers and seat belts, fire extinguisher, window curtains, audio and video system to shuttle employees to/from **Salawag Dasmariñas Cavite via Alabang Town Center (ATC) in Muntinlupa City to DOE main office premises in Bonifacio Global City (BGC) and vice-versa;**
3. One (1) Aircon mini-bus/Coaster, year model 2016 or newer, fully air-conditioned at the range of 22 to 25

degrees Celsius cool level, with comfortable leg rooms and width, and having automatic door closer at the front and emergency exit door at rear-end side, having at least 28 reclining seats (2x2) and five (5) fixed seats at the back for a **minimum of 33 seating passengers**, with seat covers and seat belts, fire extinguisher, window curtains, audio and video system to shuttle employees to/from **SM Fairview, Quezon City to DOE main office premises in Bonifacio Global City (BGC), Taguig City and vice-versa;**

4. One (1) Aircon Coaster/mini-bus, year model 2016 or newer, fully air-conditioned at the range of 22 to 25 degrees Celsius cool level, with comfortable leg rooms and width, and having automatic door closer at the front and emergency exit door at rear-end side, having at least 28 reclining seats (2x2) and five (5) fixed seats at the back for a **minimum of 33 seating passengers**, with seat covers and seat belts, fire extinguisher, window curtains, audio and video system to shuttle employees to/from **Mabuhay Rotunda in Manila via Plaza Lawton to DOE main office premises in Bonifacio Global City (BGC) and vice-versa;**
5. One (1) Aircon Coaster/mini-bus, year model 2016 or newer, fully air-conditioned at the range of 22 to 25 degrees Celsius cool level, with comfortable leg rooms and width, and having automatic door closer at the front and emergency exit door at rear-end side, having at least 28 reclining seats (2x2) and five (5) fixed seats at the back for a **minimum of 33 seating passengers**, with seat covers and seat belts, fire extinguisher, window curtains, audio and video system to shuttle employees to/from **SM Masinag in Antipolo to DOE main office premises in Bonifacio Global City (BGC) and vice-versa;**
6. One (1) Aircon Passenger van, year model 2018 or newer, fully air-conditioned at the range of 22 to 25 degrees Celsius cool level, with comfortable leg rooms and width, having a **minimum of 11 seats seating passengers**, with seat covers and seat belts, fire extinguisher, audio and video system to shuttle employees to/from **SM Calamba in Laguna via SLEX to DOE main office premises in Bonifacio Global City (BGC) and vice-versa;**
7. One (1) Aircon Passenger van, year model 2018 or newer, fully air-conditioned at the range of 22 to 25 degrees Celsius cool level, with comfortable leg rooms and width, having a **minimum of 11 seats seating passengers**, with

seat covers and seat belts, fire extinguisher, audio and video system to shuttle employees to/from **Pacita Complex in Laguna to Southwoods Exit to SLEX going to Carmona, Cavite and then exit to SLEX northbound to proceed to Sucat Exit and then entry again to SLEX going to DOE main office premises in Bonifacio Global City (BGC) and vice-versa;**

8. One (1) Aircon Passenger van, year model 2018 or newer, fully air-conditioned at the range of 22 to 25 degrees Celsius cool level, with comfortable leg rooms and width, having a **minimum of 11 seats seating passengers**, with seat covers and seat belts, fire extinguisher, audio and video system to shuttle employees to/from **SM Center Imus thru Corner Bukandala in Cavite via CAVITEX/EDSA to DOE main office premises in Bonifacio Global City (BGC) and vice-versa;**

9. One (1) Aircon Passenger van, year model 2018 or newer, fully air-conditioned at the range of 22 to 25 degrees Celsius cool level, with comfortable leg rooms and width, having a **minimum of 11 seats seating passengers**, with seat covers and seat belts, fire extinguisher, audio and video system to shuttle employees to/from **Eurobake Restaurant in Tabang, Guiginto Exit then in Bocaue Bulacan Exit via NLEX to DOE main office premises in Bonifacio Global City (BGC) and vice-versa;**

b. **CONTRACTOR** must have means of monitoring and communicating with the shuttle vehicles' drivers while these are in transit. Each shuttle vehicle shall have at least two (2) focal riding employees (the other one is an alternate) as designated both by GSD and EA wherein the driver and/or **CONTRACTOR** will closely coordinate for updates on daily shuttle schedules and/or any situation that may arise thereon.

c. Assigned Shuttle Vehicles must be for solely used by the **CLIENT**. In case of any breakdown of the original assigned shuttle vehicle or any trouble along the way, **CONTRACTOR** must provide a replacement shuttle vehicle within one (1) hour from receipt of notification which the pertinent driver must immediately relay to **CONTRACTOR**. Accordingly, **CONTRACTOR** must immediately inform **CLIENT** if it cannot provide the replacement shuttle vehicle, so the riding employees are informed accordingly. In these instances,

CONTRACTOR will not be paid for said trip for not being able to reach **CLIENT's** main office premises at Bonifacio Global City (BGC) or the drop off points as indicated in the Contract.

Penalties for failure to provide replacement in case of breakdown:

1. P5,000.00 per trip for the first offense per shuttle vehicle.
2. P7,000.00 per trip for the succeeding offenses for the same vehicle.
3. No payment for the pertinent trip if the shuttle vehicle didn't reach **CLIENT's** main office premises in BGC and/or its destination.
4. P2,000.00 per trip if the shuttle vehicle will not reach the DOE on time or by 8:00 o'clock in the morning during Monday and 9:00 o'clock in the morning on Tuesday-Friday office days.
5. Payment of 75% only for the pertinent trip if the shuttle vehicle's air-con system is not working/operating normally within the range of 22–25 degrees Celsius cooling level (all shuttle vehicles shall be provided with working/operational thermostat throughout the entire Contract Period); and
6. Payment of 50% only if the replacement shuttle vehicle is not compliant to the above specifications.

CLIENT shall only allow two (2) major breakdown per shuttle vehicle per semester throughout the **Contract Period (CP) of Twelve (12) months**. In excess thereof, **CLIENT** and **CONTRACTOR** hereby agreed that it will serve as a legal basis for rescinding the Contract by **CLIENT**.

- d. Upon receipt of the Notice of Award (NOA), **CONTRACTOR** shall immediately submit to **CLIENT's** General Services Division (GSD) the copies of LTO Certificates of Registration and Official Receipts (OR/CR) of the shuttle vehicles and other related documents to prove or serve as evidence that the year-models of the shuttle vehicles to be assigned to **CLIENT** are following the TOR of the Contract.
- e. The shuttle vehicles must be brought to **CLIENT's** main office premises for presentation and inspection by GSD and BAC-TWG of **CLIENT**. The formal engagement shall only commence after issuance of Clearance by GSD of **CLIENT** using GSD prepared Vehicle Inspection Form (VIF) for this purpose.
- f. The shuttle vehicles' plates must be in consonance with the LTO/LTFRB Policy to be affixed with public utility plates (yellow) and/or the new plates as required in recent LTO/LTFRB Policy. **CONTRACTOR** is given 120 calendar

days to strictly comply with this requirement. Otherwise, the Contract will be rescinded by **CLIENT**.

g. **CONTRACTOR's** assigned drivers as well as their relievers must:

- 1) Pass the safety requirements of GSD of **CLIENT**, e.g., submission of Clearances issued by NBI, PNP, Court, Barangay of Residence for the past six (6) months, and Medical Certificate especially Neuro and Drug Tests;
- 2) Holders of valid Professional Driver's License (PDL) with no records of arrest and/or penalties for gross non-compliance of traffic rules and regulations, e.g., driving while under the influence of intoxicated substance, liquor or drug; or related matters;
- 3) Physically and mentally fit to drive; and
- 4) Comply with the Annex "A" of the Contract pertaining to the Rules and Regulations of Contractor's Shuttle Vehicles Driver's Offenses.

h. **CONTRACTOR** shall strictly advise its assigned drivers to strictly observe **CLIENT's** Policy, as enumerated below:

1. To allow only **CLIENT's** employees with IDs to ride the shuttle vehicles for identification and safety purposes;
2. To strictly comply with the agreed drop-off and pick-up points of the riding employees as indicated in the Contract; and
3. To strictly observe the **"No Seat Reservation Policy" and "First Come – First Serve Policy"** on the availment of seats except those enumerated below. This is to prevent the accommodation or reservation of seats to late arriving employees availing the shuttle service to the detriment of those who have already queued for boarding.

The order of priority to board the shuttle vehicles are the following:

1. Ailing or sick employees
2. Person with Disability (PWD)
3. Pregnant women
4. Senior Citizen (SC)
5. Organic employees/Job Orders/Consultants of **CLIENT**

4. The schedules of daily shuttle services are the following:

I. **MONUMENTO AREA (Air-con Shuttle Bus) Route 1**

Monumento area in Quezon City to DOE Main Office premises at BGC in the morning and back to Monumento Quezon City in the afternoon

Morning Shuttle

Monday to Friday

5:30 A.M.- in vicinity of Public Bus Terminal Monumento

5.50 A.M. – in vicinity of SM North along EDSA

6:15 A.M.- in front of DILG Building along EDSA near the corner of Quezon Avenue

6:30 A.M.- Quezon Ave. MRT Station along EDSA via Cubao underpass then flyover at Ortigas/EDSA then pick-up passengers at vicinity of Caltex (BONI), turning right at Guadalupe Bridge to Dr. J. P. Rizal Extension going to DOE main office premises

7:30 A.M.- Arrival at DOE

Afternoon Shuttle

4:40 P.M. or plus 10 minutes based on actual time of arrival beyond 7:30 A.M. to complete the required 8 hours working time plus 1 hour breaktime for lunch

- From DOE main office premises via Gate I:
 - J. P. Rizal Extension going up to EDSA
- Boni MRT Station
- EDSA/Shaw Blvd. crossing
- EDSA/Ortigas Avenue (via fly-over bridge)
- EDSA/P. Tuazon St. (in front of Sea-Oil Gas Station)
- Farmer's Market fast lane service road;
- EDSA/Kamias Road (in front of Mercury and vicinities);
- Centris Station at EDSA/Quezon Avenue;
- Public Bus Terminal in front of SM North EDSA
- Finally, at Monumento area

II. SM FAIRVIEW, QUEZON CITY (Air-Con Mini-Bus/Coaster) Route 2

SM Fairview in Quezon City - DOE Main Office premises, vice versa (via Katipunan & C5 road)

Morning Shuttle

Monday to Friday

5:30 A.M. – Bus Terminal of SM Fairview in Quezon City (Litex-commonwealth, Batasan complex-commonwealth,
6:00 A.M. - right turn to Luzon ave. then U-turn to Tandang Sora ave going Katipunan ave.
6:20 A.M. – in front of UP Town center
6:30 A.M. – in vicinity of Katipunan ave and Aurora blvd. crossing
6:50 A.M. – in front Tiendisitas at C5 road
7:30 A.M. – arrival at DOE main office premises

Afternoon Shuttle**Monday to Friday**

4:40 PM - or plus 10 minutes based on actual time
7:30 A.M. to complete the required 8 hours working time plus 1 hour breaktime for lunch
– from DOE main office to Kalayan ave, going to C5 elevated u-turn, continue on C5 road to Katipunan ave.
- right turn to commonwealt ave. and continue to Regalado hwy.
- at vicinity of SM Fairview

III. SALAWAG DASMARINAS, CAVITE (Air-con Bus) Route**3**

Salawag Dasmarinas Cavite via Alabang ATC Mall - DOE Main Office Premises, vice versa (bid must be inclusive of SLEX/MCX toll fees):

Morning Shuttle**Monday to Friday**

5:40 A.M. - in vicinity of Salawag Shell Station, Dasmarinas, Cavite
6:00 A.M. - in vicinity of Vista Mall, Molino Cavite
6:40 A.M. - in front of Alabang Town Center (ATC) then enter SLEX going to DOE via C-5
7:30 A.M. - Arrival at DOE main office

Afternoon Shuttle**Monday to Friday**

4:40 P.M. or plus 10 minutes based on actual time of arrival beyond 7:30 A.M. to complete the required 8 hours working time plus 1 hour break time for lunch

- DOE Main Office premises to Alabang via C-5 and SLEX to Starmall Complex front area
- Entry to SLEX then thru MCX going to Vista Mall
- Arrival to Salawag Dasmarinas Cavite

IV. Welcome Rotunda, Manila (Air-con Mini-Bus/Coaster) Route 4

Welcome Rotunda (Manila) - DOE Main Office, vice versa

Morning Shuttle

Monday to Friday

5:40 A. M. - in vicinity of Welcome Rotunda in Manila along Espana blvd.

- to Plaza Lawton
- P. Casal St.
- Mendiola St.
- Nagtahan Bridge to Quirino Avenue
- Pedro Gil Ave.
- Onyx St.
- A. Francisco St.
- Tejeron St.
- J. P. Rizal St.
- Nicanor Garcia St.
- Jupiter St.
- Paseo de Roxas Avenue
- Gil Puyat Avenue
- 32nd Avenue corner Rizal Drive in BGC

7:30 A.M. - Arrival at DOE main office premises.

Afternoon Shuttle

Monday to Friday

4:40 P.M. or plus 10 minutes based on actual time of arrival beyond 7:30 A.M. to complete the required 8 hours working time plus 1-hour break time for lunch

- DOE Main Office premises via Rizal Drive
- Right turn to 8th Avenue BGC
- Left turn to J. P. Rizal Extension

- Tejeron St.
- A. Francisco St.
- Onyx St.
- Pedro Gil Avenue
- Quirino Avenue then Nagtahan Bridge
- Mendiola St.
- Arlegui St.
- Ayala Boulevard Bridge
- SM Mall Manila
- Plaza Lawton
- Mabuhay Rotunda

V. SM Masinag in Antipolo (Aircon Mini-Bus/Coaster) Route 5

SM Masinag in Antipolo, Rizal – DOE Main Office, vice versa

Morning Shuttle

Monday to Friday

- 5:40 A.M. - vicinity of SM Masinag in Antipolo
- 5:50 A.M. - vicinity of Sta. Lucia Mall in Cainta
- 6:15 A.M. - Cainta Junction via Felix Ave, to Ortigas Avenue
- 6:30 A.M. - Life Homes in Pasig City to C5 Circumferential Road
- 7:30 A.M. - DOE main office premises

Afternoon Shuttle

Monday to Friday

4:40 P.M. or plus 10 minutes based on actual time of arrival beyond 7:30 A.M. to complete the required 8 hours working time plus 1-hour break time for lunch

- from DOE main office to Kalayan ave, going to C5 elevated u-turn, continue on C5 road
- right turn to Ortigas avenue
- Life Homes in Pasig City to Cainta Junction
- to Sta. Lucia mall via Felix Ave
- at vicinity of SM Masinag mall

VI. SM Calamba in Laguna (Aircon Passenger van) Route 6

SM Calamba in Laguna and nearby vicinity within one (1) kilometer radius via SLEX – DOE Main Office, vice versa (bid must be inclusive of SLEX toll fees):

Morning Shuttle

Monday to Friday

5:30 A.M. - vicinity of SM Calamba in Laguna, then entry to SLEX

7:00 A.M. – exit at SLEX and continue via C5 road to BGC Taguig

7:30 A.M. - Arrival to DOE main office premises

Afternoon Shuttle

Monday to Friday

4:40 P.M. or plus 10 minutes based on actual time of arrival beyond 7:30 A.M. to complete the required 8 hours working time plus 1-hour break time for lunch

- DOE Main Office via Rizal Drive to C5 road
- Entry to SLEX going to Calamba
- Exit to Calamba going to SM Calamba Mall

VII. Pacita Complex in San Pedro Laguna (Aircon Passenger van) Route 7

Pacita Complex in San Pedro Laguna and nearby vicinity within one (1) kilometer radius then exit at Southwoods Mall to SLEX going to Carmona in Cavite and Sucat Exit in Parañaque – DOE Main Office via SLEX, vice versa (bid must be inclusive of SLEX toll fees):

Morning Shuttle

Monday to Friday

5:30 A.M. - vicinity of Pacita Complex in San Pedro, Laguna

6:00 A.M. - vicinity of Southwoods Mall to SLEX going to Carmona in Cavite then entry to SLEX

6:40 A.M. - exit at SLEX and entry to Sucat, Paranaque

7:10 A.M. - exit at SLEX and continue to C5 going to BGC Taguig

7:30 A.M. - Arrival to DOE main office premises

Afternoon Shuttle

Monday to Friday

4:40 P.M. or plus 10 minutes based on actual time of arrival beyond 7:30 A.M. to complete the required 8 hours working time plus 1-hour break time for lunch

- DOE Main Office then proceed to C5 road
- entry to SLEX and continue to Exit at Sucat Paranaque
- Entry again to SLEX and then exit at San Pedro Laguna
- proceed to to Pacita complex and exit to SLEX thru Southwoods mall area
- then to Carmona, Cavite for destination

VIII. SM Center in Imus Cavite (Aircon Passenger van) Route 8

SM Center in Imus Cavite and nearby vicinity within one (1) kilometer radius via CAVITEX/EDSA – DOE Main Office, vice versa (bid must be inclusive of CAVITEX toll fees):

Morning Shuttle

Monday to Friday

- 5:30 A.M. - vicinity of SM Center in Imus Cavite
5:50 A.M. - Diversion road at corner of Bukandala and Tanza road
6:30 A.M. - vicinity of Pasay rotunda/Baclaran along EDSA
7:30 A.M. - Arrival to DOE main office premises

Afternoon Shuttle

Monday to Friday

4:40 P.M. or plus 10 minutes based on actual time of arrival beyond 7:30 A.M. to complete the required 8 hours working time plus 1-hour break time for lunch

- DOE Main Office via Rizal Drive
- Exit to BGC going to EDSA
- Entry to CAVITEX
- Arrival to SM Center at Imus Cavite

IX. EUROBAKE Restaurant in Tabang, Guiguinto and Bocaue, Tambubong and Marilao Exit in Bulacan (Aircon Passenger Van) Route 9

Eurobake Restaurant near Tabang Exit in Guiguinto and nearby vicinity within one (1) kilometer radius, Bocaue, Tambubong and Marilao Exit in Bulacan area via NLEX – DOE Main Office, vice versa (bid must be inclusive of NLEX toll fees):

Morning Shuttle

Monday to Friday

- 5:30 A.M. - vicinity of Eurobake Restaurant near Tabang Exit,
- 5:40 A.M. - exit at Bocaue and entry to NLEX
- 5:50 A.M. - exit at Tambubong and entry to NLEX
- 6:15 A.M. - exit at Marilao and entry again to NLEX
- 7:30 A.M. - Arrival to DOE main office premises

Afternoon Shuttle

Monday to Friday

4:40 P.M. or plus 10 minutes based on actual time of arrival beyond 7:30 A.M. to complete the required 8 hours working time plus 1-hour break time for lunch

- DOE Main Office via Rizal Drive to EDSA
- entry to NLEX at Balintawak
- exit to Marilao and entry to NLEX
- exit at Bocaue and entry again to NLEX
- exit at Tambubong and entry again to NLEX
- Final drop off at Eurobake Restaurant at Tabang Exit, Guiguinto Bulacan

Any change of schedule on shuttle services will be formally advised to **CONTRACTOR** by GSD of **CLIENT** after having been approved by Management.

All passenger van shuttle vehicles will route to pick-up employees within one (1) kilometer distance from the 1st pick-up point.

The time of departure in the afternoon for each shuttle vehicle shall be strictly in accordance with the time schedule reflected in the Contract. However, in case of late arrival in the morning, the time of departure shall be adjusted accordingly to ensure the compliance with the

required eight (8) hours daily working period of employees including a one (1) hour period for lunch break plus a ten (10) minutes allowance for employees to bundle respective DTRs and go to the parking area where the shuttle vehicles are waiting.

The shuttle vehicle services shall be rendered once in the morning and once in the afternoon during regular office days. Each trip shall be covered with a Trip Ticket (TT), indicating the number of passengers, detailed itinerary and certification of dispatch time and completed trip by the Chief of the GSD or his authorized representative.

- i. **CONTRACTOR** shall clearly indicate the **respective details of their bid per trip for the above schedules**. The award of Contract shall be based on whoever submitted the **Lowest Complying Responsive Bid (LCRB)** for the **One (1) Lot shuttle vehicles requirements of DOE comprising two (2) Aircon Bus, three (3) Mini-Bus/Coaster or equivalent, four (4) Passenger vans for the nine (9) routes**.
- j. **Payment shall be based on actual trips served by CONTRACTOR for the specific month less corresponding deductions for above-cited penalties.**

V. BILLINGS

CONTRACTOR shall bill **CLIENT** within the first week of the succeeding month for services rendered in the preceding month and **CLIENT** shall effect payment to **CONTRACTOR** within thirty (30) calendar days from date of receipt of invoices with complete supporting documents including duly accomplished Trip Tickets (TTs).

The **Approved Budget for the Contract (ABC)** is **NINETEEN MILLION THREE HUNDRED EIGHTY-TWO THOUSAND PESOS (P19,382,000.00)** to cover a twelve (12) months Contract Period (CP) starting **01 January 2022 to 31 December 2022**.

VI. OTHER SECURITY /BONDS

A. PERFORMANCE BOND

The Performance Security shall be posted in favor of **CLIENT** and shall be forfeited in favor of **CLIENT** in the event it is established that **CONTRACTOR** is in default in any of its obligations under the Contract.

The Performance Security is conditioned upon **CONTRACTOR's** full and faithful performance and observance with all the terms and conditions of the Contract, including the payment of all wages and statutory benefits of its drivers assigned to **CLIENT**. It shall remain effective during the term of the Contract and shall continue to be in force for a period of three (3) months after its expiration or until 31 March 2023 unless a claim has been filed by **CONTRACTOR's** drivers assigned to **CLIENT** against **CONTRACTOR**, in which case, it shall continue to be in full force and effect until such claims have been paid or settled. The submission of the Performance Security including other Bonds as enumerated below shall be a pre-requisite by **CLIENT** in the processing of the initial payment of **CONTRACTOR**.

CONTRACTOR shall also submit to **CLIENT** within ten (10) calendar days from signing of the Contract the following additional bonds and securities issued from GSIS and/or any reputable insurance companies duly accredited and registered under the Office of the Insurance Commissioner:

B. OTHER BONDS

- a. Liability Insurance to cover bodily injuries at maximum of P150,000.00 per person per accident for a total of P30,000,000.00 for the total of 200 riding/seating passengers (employees) for the five (5) shuttle vehicles per accident and for property damage at P1,000,000.00 aggregate per accident for a grand total of P31,000,000.00 Comprehensive General Liability (CGL) insurance;
- b. Labor Bond/Security in the amount equal to 100% of the Total Labor Cost based on the submitted bid cost for labor under this Contract to answer for the wages due for the drivers detailed at **CLIENT's** premise should **CONTRACTOR** fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines. **CONTRACTOR shall indicate the salary of each drivers in their bid including all benefits in accordance with the law**, e.g., 13th month pay, 5-days incentive leave, COLA, etc. for purposes of computing the required Labor Bond; and

VII. BEHAVIOUR OF DRIVERS AT CLIENT'S PREMISES AND DURING SHUTTLE SERVICES

All drivers shall strictly comply with the provisions under Annex "A" on Rules and Regulations of the Contract pertaining to **CONTRACTOR'S** Personnel Offenses per attached copy.

VIII. PERMITS AND LICENSES

CONTRACTOR warrants to obtain and maintain all necessary permits and licenses required by national or local officials, or by civilian or military authorities, in order to continue operating legally, especially the conversion of the shuttle vehicles plates into Public Utility Vehicles (PUVs) yellow plates or to conform with the new or recent LTO Policy on Plates of shuttle vehicles.

IX. CLIENT reserves the right to rescind, terminate or abrogate the Contract with **CONTRACTOR** in any of, but not limited to the following instances:

- a. Negligence on the part of **CONTRACTOR** resulting to material and financial losses to the government.
- b. Submission of falsified or forged license as well as other falsified documents and reports.
- c. Engagement by **CONTRACTOR** or any of its drivers assigned to **CLIENT** in activities that are dangerous to public safety and welfare or inimical to the national security, e.g., holding sit-down strikes or rallies at **CLIENT's** premises and related activities.
- d. Report or display of discourtesy and rudeness by any of its drivers; and
- e. Breach of obligation and the terms and conditions under this Contract.

XX. TAXES, DUTIES, FEES, AND CHARGES

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

XXI. CONTRACTOR's OTHER RESPONSIBILITIES

- a. To report immediately to the GSD of **CLIENT** whenever there are issues/complaints and related matters to be addressed soonest.
- b. To provide additional shuttle service vehicle/s whenever necessary in accordance and under the same terms and conditions of the Contract especially the rates per trip; and
- c. To provide and/or look for parking areas for their contracted shuttle vehicles outside the DOE main office premises.

XXII. SETTLEMENT AND LITIGATION

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

XXIII. RESERVATION CLAUSE

CONTRACTOR is aware that **CLIENT** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of Private Corporation. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to the Contract and affect its validity, effectivity or implementation, the Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

XXIV. OTHER REQUIREMENTS TO SUBMIT (Within Three (3) Days Upon Notice for Post Qualification Purposes by the Bids and Awards Committee – Technical Working Group (BAC-TWG))

- a. Proof of monthly remittances made for the past six (6) months for the monthly premium contributions on SSS, EC, Phil-health, Pag-ibig that were collected/deducted by **CONTRACTOR** from the salaries of their concerned drivers that were actually paid prior to the Public Bidding date.
- b. DOLE/NLRC Certificate that the company has no unfavorable decision for violation of daily minimum wage law for the past six (6) months prior to the Public Bidding date.
- c. Proof of 12% VAT actually paid prior to Public Bidding date for the past six (6) months thru Electronic Payment Filing System (EPFS).
- d. Latest Income and Business Tax Returns for the preceding year.
- e. Copy of **CONTRACTOR/Company Officer** (to be assigned at **CLIENT's** premises) re: DOLE/TESDA Certificate on **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 Department of Labor and Employment (DOLE) within the last five (5) year period. Those who were issued beyond the five (5) year period must have attended refresher's seminar/course for the necessary update of knowledge on new policies and regulations and related matters.
- f. Copy of **CONTRACTOR's** Phil-GEPS Registration.

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. **after-sales services in case of Services or Certificate of Warranty/Guarantee in case of Goods**; 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: _____

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:
[Insert Procuring Entity]

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

for:
[Insert Name of Supplier]

[DOE Chief Accountant]
Witness

Acknowledgment

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