



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

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

Global City, Taguig City, Philippines 1632

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BIDDING DOCUMENTS

PROCUREMENT FOR THE SUPPLY AND DELIVERY OF MODULAR
SYSTEMS OFFICE PARTITION, OFFICE EQUIPMENT, FURNITURE AND
FIXTURES

(Purchase Request No. 05-0151-2021-03-0026)

6th Edition
July 2020

Section I. Invitation to Bid



INVITATION TO BID FOR THE PROCUREMENT OF:

**SUPPLY AND DELIVERY OF MODULAR SYSTEMS OFFICE PARTITION,
OFFICE EQUIPMENT, FURNITURE AND FIXTURES**

1. The *Department of Energy*, through the General Appropriation Act (GAA) for FY2021 intends to apply the sum of money, *Php13,000,000.00 for the Procurement for the Supply and Delivery of Modular Office Partition, Office Equipment, Office Furnitures and Fixtures*, for being the Approved Budget for the Contract (ABC) to payments under the contract for each item under *Purchase Request No. 05-0151-2021-03-0026*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

This procurement is on a per lot basis. The bidder can bid must include all the items in their bid.

2. The *DOE* now invites bids for the *Rebidding for the procurement for the Supply and Installation of Smart Personnel Partition, Office Furnitures and Fixtures*. Delivery of the Goods and Services is required *Sixty (60) calendar days upon receipt of Notice to Proceed*. Bidders should have completed, within *two (2) year* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

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

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

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

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

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

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:
jaymeedeogracias@gmail.com or jdeogracias@doe.gov.ph

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

With the current COVID-19 community quarantine measures, bidders are encouraged to download a copy of the Bid Documents for pre-bid conference purposes instead of physically securing a hard copy at the DOE-BAC Secretariat office.

5. A complete set of Bidding Documents may be acquired by interested Bidders on 02 September 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 Php15,000.00
6. The Department of Energy will hold a Pre-Bid Conference on 09 September 2021 through video conferencing which will start at 1:00 PM at DOE BAC Main Office. The bidders are required to submit the following information through jaymeedeogracias@gmail.com 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 07 September 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 23 September 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 2:00PM of 23 September 2021. 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 23 September 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.

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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

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Rizal Drive Bonifacio Global City,

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Email address: jdeogracias@doe.gov.ph

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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 *for the Supply and Installation of Smart Personnel Partition, Office Furnitures and Fixtures under PR No. 05-0151-2021-03-0026:*

2. Funding Information

2.1. The GOP through the source of funding as indicated below for GAA CY2021 in the amount of Ph13,000,000.00

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 19 December 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply and delivery of office supplies and equipment 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 Technical Document submission
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	<p>The bid security shall be in the form of a Bid Securing Declaration (Annex C), or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php260,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php650,000.00 if bid security is in Surety Bond. <p>In case of multiple item submission, the bid security amount is the sum of the bid security for each item.</p>
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: Dir. Patrick T. Aquino, EUMB.</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>

For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].

Packaging

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

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

Transportation

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

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

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

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In 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

	<p>Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>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.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>Based on the Schedule of payment under the TOR upon delivery of the items and 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> <p>5% of the Total Contract Price shall be collected as retention for warranty which shall be released upon the completion of the warranty period.</p>
4	<p>Inspection and Tests: As stated in the TOR/Specifications</p>
5.1	<p>No further instruction</p>

Section VI. Schedule of Requirements




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

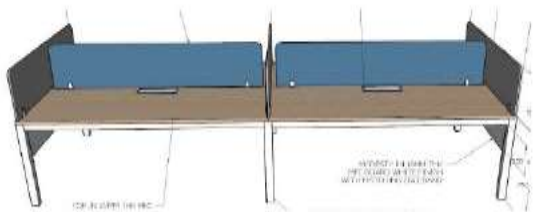
Item No.	Description	Quantity	
1	Supply and Installation of Smart Personnel Partition, Office Furnitures and Fixtures	1 Lot	Sixty (60) calendar days upon receipt of Notice to Proceed




Section VII. Technical Specifications/ Terms of Reference


Terms of Reference/Specifications			
QUANTITY	DESCRIPTION	BUDGET FOR THE CONTRACT	Bidder's Compliance
1 LOT	<u>Supply and Delivery of Modular Systems Office Partition, Office Equipment, Furniture and Fixtures</u>	PHP 13,000,000.00	
I. SCOPE OF WORKS			
<p>The Department of Energy – Energy Utilization Management Bureau (DOE-EUMB) requires the acquisition of new modular systems office partition, office equipment, furniture and fixtures, which will optimize the utilization of the available space, situated at the 3rd Floor DOE-EUMB old building, which will promote employee work productivity and energy efficiency. Some of the existing furniture and equipment will still be reused.</p> <p>The procurement shall include generally the supply and delivery of equipment, furniture and fixtures complete with accessories, as specified in the minimum technical specifications. The supplier shall also provide trainings for the demonstration of assembly and installation of such goods to DOE designated personnel who will handle the assembly and installation works.</p>			
A. Supply and Delivery of Goods			
<ol style="list-style-type: none"> 1. Office furniture and personnel cubicle <ol style="list-style-type: none"> a. new workstation desks with keyboard tray, base cabinets, mobile pedestals, division shelves, lateral cabinets and chairs b. thick low partition in modular design for division chiefs' areas c. division chiefs' tables, assistant director's table, director's table and corresponding executive chairs d. conference room table, meeting room table and conference/staff chairs e. 6-door locker with lock, reception table and chair, pantry base and overhead cabinet, pantry chairs and tables, visitor's chair, round table, couch/sofa, accent chair and center table 2. Doors <ol style="list-style-type: none"> a. Single leaf flush type swing door on wooden jamb, with door handle, door closer, door 			


<p>stopper and door lock, complete with accessories shall be for rooms enclosed with dry wall partition, Pantry, EE Room, Toilets.</p> <p>b. Sliding glass door with door handle, door closer, door stopper, door lock mechanism and fixed panel for Director's office, Assistant Director's Office, conference room and meeting room.</p> <p>c. Toilet phenolic doors and partitions.</p> <p>3. Partitions</p> <p>a. New glass partition at specified areas as indicated in the technical specifications. (The Winning Bidder shall submit glass sample with performance data and certifications from the manufacturer)</p> <p>4. Pantry and Comfort Rooms</p> <p>a. Valves, pipes, fittings, hangers, support trim and its accessories.</p> <p>b. Water closets, lavatories, bidets, hand dryers, showerhead and faucet, floor drains, tissue holders and automatic alcohol dispensers for comfort rooms.</p> <p>c. Base cabinet with stainless steel sink and faucet, automatic alcohol dispensers and grease trap/ interceptor to serve at kitchen sink for pantry. Overall efficiency of the interceptor shall not be less than 90% when operating at the specified rate of flow.</p> <p>5. Decorative</p> <p>a. EUMB and DOE Backlit Logo Signage</p> <p>b. Room Signages / Department / Office Signages</p> <p>c. Signages for Evacuation Plan, Fire Exits and Safety Reminders/Announcements</p> <p>d. Frosted Stickers for glass doors & partitions, Wall Accents and Backsplash</p> <p>II. OTHER TERMS AND CONDITIONS</p> <p>A. Application and securing of necessary permits, licenses, bonds and insurances (as may be required) in the delivery and supply of the goods.</p> <p>B. All detailed design, layout, materials, specification, etc. proposed by the Bidder shall be subjected to the review and approval of DOE-EUMB prior to finalization, procurement and execution of this project.</p> <p>C. Thorough site inspection shall be accomplished by the Winning Bidder capturing all the dimensions and other related parameters in order to design the office in such a way that the office furniture and</p>	
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<p>fixtures are fabricated and engineered to fit in the site of installation.</p> <p>D. The supplier shall install and assemble all delivered goods. However, in the event that the space needed is not yet available within the Contract Period, the supplier shall provide trainings for the assembly and installation to the DOE designated personnel who will handle the installation works.</p> <p>E. Any damage or accidental damage in the area, of the existing ACU and lighting fixtures during delivery of goods shall be shouldered by the Winning Bidder on its own account and shall be restored in accordance to the approved design of DOE-EUMB.</p> <p>F. Price quoted should be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties. Should the equipment be rendered obsolete or phased out by the manufacturer, the upgraded or new version shall be delivered at no added cost to the DOE-EUMB.</p> <p><i>Note:</i> <i>All items under the Minimum Technical Specifications are estimates only. It is understood that the Bidder is duty-bound to complete the subject work without additional costs.</i></p> <p><i>Specifications/ Brochures of materials/ items to be used shall be submitted to the DOE-EUMB for review and approval.</i></p>															
<table border="1"> <tr> <td colspan="2"> <u>SUPPLY AND DELIVERY OF MODULAR SYSTEMS</u> <u>OFFICE PARTITION, OFFICE EQUIPMENT,</u> <u>FURNITURE AND FIXTURES</u> </td></tr> <tr> <td colspan="2">I. For 3/F Main Building</td></tr> <tr> <td colspan="2">DESCRIPTION</td></tr> <tr> <td colspan="2">A. FURNITURE</td></tr> <tr> <td colspan="2">Workstations for Staff</td></tr> <tr> <td>a) 3-pax workstation</td><td></td></tr> <tr> <td colspan="2"> <p><i>Sample Photo:</i></p>  </td></tr> </table>	<u>SUPPLY AND DELIVERY OF MODULAR SYSTEMS</u> <u>OFFICE PARTITION, OFFICE EQUIPMENT,</u> <u>FURNITURE AND FIXTURES</u>		I. For 3/F Main Building		DESCRIPTION		A. FURNITURE		Workstations for Staff		a) 3-pax workstation		<p><i>Sample Photo:</i></p> 		
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Material/ Specification	<ul style="list-style-type: none"> - Top in 25mm Thick MFC Board with matching PVC Edgeband and metal wirebox including slots for electrical and internet connection wires - With keyboard pullout tray on sliding telescopic channels - With modesty panel - Tubular metal Legs and Frame in powder coated finish - 12mm thick clear acrylic partition - shall include demonstration of assembly and installation <p>Dimension (unit): 4800mm x 600mm x 750mm</p>		
Quantity	Two (2) sets		
b) 4-pax workstation			
<p><i>Sample Photo</i></p> 			
Material/ Specification	<ul style="list-style-type: none"> - Top in 25mm Thick MFC Board with matching PVC Edgeband and metal wirebox including slots for electrical and internet connection wires - With keyboard pullout tray on sliding telescopic channels - With modesty panel - Tubular metal Legs and Frame in powder coated finish - 12mm thick clear acrylic partition - shall include demonstration of assembly and installation <p>Dimension (unit): 3600mm x 600mm x 750mm</p>		
Quantity	Three (3) sets		


c) 6-pax workstation <i>Sample Photo:</i> 			
Material/ Specification - Top in 25mm Thick MFC Board with matching PVC Edgeband and metal wirebox including slots for electrical and internet connection wires - With keyboard pullout tray on sliding telescopic channels - With modesty panel - Tubular metal Legs and Frame in powder coated finish - 12mm thick clear acrylic partition - shall include demonstration of assembly and installation			
Dimension (unit): 4800mm x 1200mm x 750mm			
Quantity	Twelve (12) sets		
Executive Workstation			
a) Division Chief <i>Sample Photo:</i> 			
Material/ Specification - L-shape Table - Top in 25mm Thick MFC Board with matching PVC Edgeband and metal wirebox including slots for electrical and internet connection wires - With keyboard pullout tray on sliding telescopic channels - With modesty panel - Tubular metal Legs and Frame in powder coated finish - shall include demonstration of assembly and installation			
Dimension Desk: 1800mm(L) x 600mm(D) x 750mm(H) Cabinet: 1600mm(L) x 600mm(D) x 650mm(H)			
Quantity	Four (4) sets		
b) Executive Table <i>Sample Photo:</i> 			



<p>Material/ Specification</p> <ul style="list-style-type: none"> - Structure: Melamine - Finish: HPL Laminated - Top+Legs: 50mm thick board - Side cabinet carcass in 18mm thick HPL laminated melamine board with air vent - Siding in 2 mm PVC edge band - With 2 drawers in central lock mechanism (Approx. 45cm(L) x 45cm(D) x 60cm(H)) - With 2 door sliding cabinet with adjustable shelf inside and in central lock mechanism (Approx. 100cm(L) x 45cm(D) x 60cm(H)) - With wire management top cover in silver aluminum finish - Aluminum recessed handles - Metal brackets - With adjustable feet leveler - With keyboard pullout tray on sliding telescopic channels - With mobile pedestal: manufactured in cold rolled sheet #20 in powder coated finish with 3 layer drawer, full extension ball bearing slides, central control lock on top of drawer and lockable caster wheel with fifth for stability tension ball bearing slides, central control lock on top of drawer and lockable caster wheel with fifth for stability - With credenza: four (4) swing out door with brushed aluminum door handle and lock, adjustable shelves, and using Solid Tanguile wood on edging, front and side panels - shall include demonstration of assembly and installation 		
<p>Dimension:</p> <p>Main Desk: Approx. 2000mm(L) x 800mm(D) x 750mm(H)</p> <p>Side Desk: Approx. 1450mm(L) x 450mm(D) x 750mm(H)</p> <p>Mobile Pedestal: 400mm(W) x 500mm (D) x 670mm(H)</p>		
<p>Quantity</p> <p>Two (2) sets</p> <p>Locations: Director's Office and Assistant Director's Office</p>		
Mobile pedestal		
<p><i>Sample Photo:</i></p> 		
<p>Material/ Specification</p> <ul style="list-style-type: none"> - 3 drawer steel w/ lock mechanism and key 		


<ul style="list-style-type: none"> - recessed handle - Powder coated finish - with caster wheels - light colored - the height of the unit must fit beneath the proposed workstations <p>Dimension (unit): 390mm x 590mm x 646mm</p>		
<p>Quantity Ninety-Seven (97) units</p>		
<p>Reception Table</p>		
<p><i>Sample Photo:</i></p> 		
<p>Material/ Specification</p> <ul style="list-style-type: none"> - table top in wood grain finish - L-shaped rounded corner table - shall include demonstration of assembly and installation <p>Dimension (unit): 1600mm x 1200mm x 750mm</p>		
<p>Quantity 1 unit</p>		
<p>Office Chairs</p>		
<p>a) Mid-Back Chairs</p> <p><i>Sample Photo:</i></p> 		
<p>Material/ Specification</p> <ul style="list-style-type: none"> - Mid-back swivel with synchronized tilt mechanism, pneumatic seat height adjustment, fixed contoured polypropylene armrest and 5-prong base, 360° swivel functions - Gas Lift Type: German Gas Lift 		

<div><div>- Base: 5-prong metal or nylon base with crisscrossed inner core; load capacity of not less than 300 lbs (Manufacturer's Certification required)</div><div>- Upholstery: Fire retardant black fabric</div></div>																				
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Location Director's, Assistant Director's, and Division Chief's Offices																				
Quantity Six (6) Units																				
e) Visitor's Chair <i>Sample Photo:</i> <div style="text-align: center;">  </div>																				
Material/ Specification - mesh back rest - chrome sled base - with armrests																				
Color	Black																			
Quantity	Twelve (12) units																			
Location Director's Office, Assistant Director's Office, and Division Chiefs' offices																				
f) 2-seater couch/sofa																				
Material/ Specification 2-seater couch/sofa Leather / Fabric (for approval, to consider design and aesthetic placement of the item)																				
Location Director's Office, Division Chiefs' office, reception area																				
Quantity	Six (6) units																			
g) 3-seater couch/sofa																				
Description 3-seater couch/sofa Leather / Fabric (for approval, to consider design and aesthetic placement of the item)																				

Location Waiting area	
Quantity One (1) unit	
h) Accent Chairs	
<i>Sample Photo:</i> 	
Material/ Specification Leather / Fabric (for approval, to consider design and aesthetic placement of the item) Light colored	
Quantity	Four (4) units
Lockers	
Description 6 – doors industrial type locker w/ lock mechanisms and keys	
Material/Finish Steel in powder coated finish Color: Off-white	
Dimension	900mm x 450mm x 1800mm HT
Quantity	Twenty two (22) units
Lateral Cabinet	
Material/ Specification - 3 drawer steel in powder coated finish - with lock mechanism and keys - shall include demonstration of assembly and installation	
Dimension	900mm x 450mm x 1026mm (minimum height)
Quantity	Forty-Two (42) Units
Conference Room Table	
Material/Specification Marble Top finish - with wirebox - with modesty panel - shall include demonstration of assembly and installation	


Dimension	1900 x 1200mm x 750mm (L x W x H)	
Quantity	Two (2) units	
Meeting Room Table		
Material/Finish Marble Top finish - with wirebox - with modesty panel - shall include demonstration of assembly and installation		
Dimension	1600 x 1200 mm x 750mm (L x W x H)	
Quantity	Two (2) units	
Side Table		
<i>Sample Photo:</i> 		
Material/Specification Round Marble Top with Round bottom base - shall include demonstration of assembly and installation		
Dimension	Dimension (unit): ø 720mm x 600mmHT	
Quantity	Six (6) units	
Division Shelves		
<i>Sample Photo:</i> 		
Material/Specification - 4 Door Cabinet in MFC finish - frame support in powder coated finish - with soft close hinge and lockset - Adjustable shelves to accommodate at least 4 partitions - shall include demonstration of assembly and installation		

Dimension	1200mm x 600 mm x 2000 mm
Quantity	Ten (10) units
Base Cabinet	
<i>Sample Photo:</i> 	
Material/Specification <ul style="list-style-type: none"> - 2 Door Cabinet in MFC finish - sliding door mechanism and lockset - shall include demonstration of assembly and installation 	
Dimension	1200mm x 600 mm x 1100mm
Quantity	Ten (10) units
Center Table	
<i>Sample Photo:</i> 	
Material/Specification <ul style="list-style-type: none"> - Tubular Metal legs and frame in powder coated finish - table top in wood grain finish - shall include demonstration of assembly and installation 	
Location	Waiting Area
Dimension	1000mm x 500mm x 600mm
Quantity	One (1) unit
Low Glass Office Partition	
Material/Specification <ul style="list-style-type: none"> - Tempered Glass panel with aluminum frame - 100mm thickness - 1500mm height - with Frosted Sticker - shall include demonstration of assembly and installation 	
Location	All Division Chiefs area (4)
Quantity	Approx. 80 sqm floor area
Window Blinds	
Specification Black out window blinds including all accessories 120 x 180cm across perimeter windows	
Quantity	Ninety (90) units
Location	

Workstation areas, Conference room, Meeting Room, Director's Office, Assistant Director's Office and Pantry	
B. DECORATIVE	
DOE and EUMB Backlit Logo Signage	
Description white background, illuminated Front: Galvanized sheet, import acrylic Side: Galvanized sheet painting color, stainless steel Inside: Waterproof LED modules Back: PVC/aluminum composite/galvanized sheet (Refer to Annex A for DOE & EUMB Logo) - shall include demonstration of assembly and installation	
Dimension Approximately: 2400mm (L) x 600mm (H) <i>or to be determined with the end-user upon project award</i>	
Quantity	One (1) each
Room Signages	
Material/Description Vinyl on Acrylic - shall include demonstration of assembly and installation	
Dimension	200x50mm
Quantity	Eighteen (18) units
Evacuation Plan	
Material/Description 3mm thick Clear acrylic laser cut, sandwich type with decobolt (A4 size) - shall include demonstration of assembly and installation	
Quantity	Four (4) units
Frosted sticker	
Material/Description Glass finishes field-applied application to glass or plastic material as visual opaque or decorative film. - shall include demonstration of assembly and installation	
Dimensions	H=1500mm
Location Conference Room, Meeting Room, Director's Room and Assistant Director's Room	
Quantity	37.50sqm
C. COMFORT ROOMS	
Urinals	
Material/Description - Ceramic Wall Hang Urinal -with brackets, fixing screw, and urinal flange - Color: white	
Dimension	Approx. 30cm(L) x 48cm(W) x 74cm (H)
Quantity	Four (4) units
Water closet	
Material/ Description water-efficient dual Flush toilet/ water saving feature	
Quantity	Nine (9) units
Lavatories	
Material/ Description	Lavatory w/ pedestal

	With Faucet and fittings With Wall Fixing Set	
Quantity	Nine (9) units	
Bidets		
Material/Description	Stainless Steel Bidet with stainless steel hose With wall fixing set	
Quantity	Nine (9) units	
Hand dryers		
Material/ Description Automatic hand dryer With fittings Sensing Type: Infrared Sensing Distance: 150-200mm Air Speed: 60 m/s Power Supply: 220-240V AC with Type A plug/adaptor		
Quantity	Five (5) units	
Showerhead and Faucet		
Materials/Description Brass/Stainless Steel material Inclusions: Showerhead, shower valve, and down sprout With fittings		
Quantity	One (1) set	
Floor Drain		
Material/Description	Stainless steel With fittings	
Dimension	100mmx100mm	
Quantity	Five (5) sets	
Tissue Holder		
Material/Description	Stainless/Brass Material With fittings	
Quantity	Nine (9) units	
Automatic Alcohol Dispenser		
Material/Description Automatic sensor 1000mL capacity Wall mounted with fittings Power Supply: 220-240V AC with Type A plug/adaptor		
Quantity	Seven (7) units	
D. PANTRY		
Grease Trap/ Interceptor		
Material/Description flow rate of 5.0 GPM Material shall be stainless steel or cast iron		
Dimension	12"(L) x 9" (W) 9" (H)	
Quantity	One (1) set	
Pantry Base Cabinet		
<i>Sample Photo</i>		

			
Material/Description With cabinet doors and handles designed with standard hinges and drawers With MFC finish/granite counter top With Microwave oven & electric Water heater (approx. 2 liters)			
Dimensions Approximately: 1.35m (L) x 0.56m (W) x 0.85m (H)			
Quantity	Two (2) sets		
Sink including faucet			
Material/Description Stainless steel sink with faucet 80cm x 45cm x 20cm With fittings, drains			
Quantity	One (1) set		
Pantry Overhead Cabinet			
Material/ Specification w/ cabinet doors and handles designed with standard hinges and drawers			
Dimensions	Approximately: 1.35m(L) x 0.33m(W) x 0.72m(H)		
Quantity	Two (2) sets		
Pantry Chairs			
<i>Sample Photo:</i> 			
Material/Description Chairs: - ABS Plastic seat - Color: white / off-white / cream			
Quantity	Sixteen (16) Chairs		
Pantry Table			
<i>Sample Photo:</i>			

		
Material/Description	Tables: - round bottom base or square bottom base - Dimension (unit): 600mm x 600mm x 750mm	
Quantity	Eight (8) Tables	
E. PARTITIONS		
Operable Wall		
Material	With track and rollers, flush pull handle, overhead support, hardware and accessories - shall include demonstration of assembly and installation	
Dimensions	Frame: 150mm x 60mm x 3mm Steel Panel thickness: 105mm± Panel Height: 1800mm ~ 10,000mm Panel Width: 800 ~ 1300mm	
Sound Insulation	38dB Loss/35 kg/ m2 R to 55 dB Loss/68 kg/ m2	
Location	Between Conference Room and Meeting room	
Quantity	1 Set (12.5 square meters)	
Glass panels		
Material/Description	for partition: one-side tinted / tempered / frosted glass with analok aluminum perimeter frame in powder coat finish, 1 ¾" x 4" - shall include demonstration of assembly and installation	
Dimensions	Glass Thickness: 12mm	

	Height of Partition: 2.4m (for confirmation on actual condition) Approximately: 70 sqm.
Location	Conference rooms, Director's Office, Assistant Director's Office
F. DOORS	
Door 1	
Material/Description	Solid Wood door Single leaf flush door in paint finish including lever type door handle, door closer, door jamb, door stopper and door lock and accessories
Dimension	900x2400mm
Location	Pantry
Quantity	One (1) set
Door Lock Assembly	
Material/Description	Door closer, door stopper and door lockset and accessories only
Location	File Room
Quantity	One (1) set
Door 2	
Material/Description	Solid Wood door Single leaf flush door in paint finish including door lockset, door jamb and accessories
Dimension	900x2400mm
Location	Toilet
Quantity	Six (6) sets
Door 3	
Material/Description	New phenolic door and partition with accessories
Dimension	800x1800mm
Location	Toilet
Quantity	Eight (8) sets
Glass Doors	
Description One-sided tinted/ tempered glass door on stainless patch fittings. Sliding type with H-type handle door closer with hydraulic closer using ¼" tempered/ frosted/ one-sided tinted glass (the same with the partition wall) with 1 ¾" x 4" tubular on analok aluminum frame with lock and key mechanism - shall include demonstration of assembly and installation	
Dimensions	2.1m x 900mm
Location	Director's Office, Asst. Director's Office,

	Conference room and Meeting room	
Quantity	Four (4) sets	
DESCRIPTION		
A. Executive Table for DOE Secretary		
<i>Sample Photo:</i>		
		
<p>Material/ Specification</p> <ul style="list-style-type: none"> - Structure: Melamine - Finish: HPL Laminated - Top+Legs: 50mm thick board - Side cabinet carcass in 18mm thick HPL laminated melamine board with air vent - Siding in 2 mm PVC edge band - With 2 drawers in central lock mechanism (Approx. 45cm(L) x 45cm(D) x 60cm(H)) - With 2 door sliding cabinet with adjustable shelf inside and in central lock mechanism (Approx. 100cm(L) x 45cm(D) x 60cm(H)) - With wire management top cover in silver aluminum finish - Aluminum recessed handles - Metal brackets - With adjustable feet leveler - With keyboard pullout tray on sliding telescopic channels - With mobile pedestal: manufactured in cold rolled sheet #20 in powder coated finish with 3 layer drawer, full extension ball bearing slides, central control lock on top of drawer and lockable caster wheel with fifth for stability tension ball bearing slides, central control lock on top of drawer and lockable caster wheel with fifth for stability - With credenza: four (4) swing out door with brushed aluminum door handle and lock, adjustable shelves, and using Solid Tanguile wood on edging, front and side panels - shall include demonstration of assembly and installation 		
<p>Dimension:</p> <p>Main Desk: Approx. 2000mm(L) x 800mm(D) x 750mm(H)</p> <p>Side Desk: Approx. 1450mm(L) x 450mm(D) x 750mm(H)</p> <p>Mobile Pedestal: 400mm(W) x 500mm (D) x 670mm(H)</p>		
Quantity	One (1) set	

B. Executive Chairs

Sample Photo:



Material/ Specification

- High back swivel chair with synchronized multi tilt mechanism, pneumatic seat height adjustment, 360° swivel functions.
- Gas Lift Type: German Gas Lift
- Base: 5-prong metal or nylon base with crisscrossed inner core; load capacity of not less than 300 lbs (Manufacturer's Certification required)
- Upholstery: Fire retardant black fabric

Color

Black

Dimension

Approx.:

Executive Chairs	
a	46.0" to 52.0"
a1	28" to 31"
a2	16.0"min to 20.5"max
b	19" to 21"
c	28" to 31"
d	17" to 20"
e	18" to 21"
f	22" to 25"


Quantity

Twelve (12) units

C. Midback Chairs

Sample Photo:



Material/ Specification																				
<ul style="list-style-type: none">- Mid-back swivel with synchronized tilt mechanism, pneumatic seat height adjustment, fixed contoured polypropylene armrest and 5-prong base, 360° swivel functions- Gas Lift Type: German Gas Lift- Base: 5-prong metal or nylon base with crisscrossed inner core; load capacity of not less than 300 lbs (Manufacturer's Certification required)- Upholstery: Fire retardant black fabric																				
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f	22" to 25"																			
Quantity	One Hundred Sixty-two (162) units																			
Locations																				
Conference Room and Meeting Room (22 units) Staff Chairs (91 units)																				
D. 10-seater Conference Table																				
Sample Photo:																				
																				
Material/Specifications:																				
<ul style="list-style-type: none">- Structure: Melamine- Finish: HPL Laminated- Top: 50mm thick board- Siding in 2mm PVC edge band- Max Weight Capacity 100 kg																				

<ul style="list-style-type: none"> - Optional for Wire Management - With mid laminate accent finish - With side groove at leg part - Metal Brackets - Adjustable feet leveler - shall include demonstration of assembly and installation 		
Dimension	3800mm(L) x 1200mm(D) x750mm(H)	
Quantity	Ten (10) units	
E. Reception Counter <i>Sample Photo:</i> 		
Material/Specifications <ul style="list-style-type: none"> - Carcass: Standard 18mm thick - With 1 fix cabinet with 1 drawer and 1 swing door with lock - 8 open shelves - shall include demonstration of assembly and installation 		
Dimension	2200mm(L) x 600mm(D) 1100mm(H)	x
Quantity	Two (2) units	
F. Executive Staff Workstations <i>Sample Photo:</i> 		
Material/Specifications <ul style="list-style-type: none"> - Work Top: 30mm thick MDF board in high pressure laminate (HPL) finish with 2mm thick PVC edging - With keyboard tray - With pencil tray - With mobile pedestal: Manufactured in cold Rolled sheet #20 in powder coated finish with 3 layer drawer, full extension ball bearing slides, central control lock on top of drawer and lockable caster wheel with fifth for stability - shall include demonstration of assembly and installation 		
<i>Note: Panels should be reconfigurable and transferrable</i>		

Dimension Main Desk: 1400mm(L) x 600mm(W) x 710mm(H) Side Desk: 1000mm(L) x 450mm(W) x 710mm(H) Mobile Pedestal: (minimum dimension) 380mm(W) x 500mm(D) x 670mm(D)		
Quantity	Forty (40) units	
III. GENERAL REQUIREMENTS <ul style="list-style-type: none"> a. The Winning Bidder shall follow and observe the requirements of the project and coordinate with the End User for progress and status of the project. b. The supply and delivery shall be done within a period of three (3) months upon the receipt of DOE-EUMB's approval of specifications, which shall be reviewed within ten (10) days upon submission. c. The Winning Bidder shall oversee to ensure social distancing practice or with minimal physical interaction as necessary and accountable for cleaning and disinfecting the areas after delivery of goods in accordance to Covid prevention/ IATF protocols. d. Subcontracting is not allowed. e. Bids shall be on a per LOT basis. f. The technical bid should include manufacturer's name and relevant technical literature/brochures with one (1) year warranty term for goods (furniture and fixtures). g. Price quoted should be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties. Should the equipment be rendered obsolete or phased out by the manufacturer, the upgraded or new version shall be delivered at no added cost to DOE-EUMB. h. Total bid Price is inclusive of cost VAT, duties and other taxes. Any additional and/or reimbursement of any claims and charges is not allowed. IV. TERMS OF PAYMENT <ul style="list-style-type: none"> a. The Supplier's request for payment shall be made in writing, accompanied by invoices describing, as appropriate, the goods delivered and upon fulfilment of all the obligations stipulated in the scope of works and minimum technical specifications. 		

- | | |
|--|--|
| <ul style="list-style-type: none"> b. Payment Terms: <ul style="list-style-type: none"> i. Fifty (50%) percent of the items supplied and delivered done, forty-five (45) days after receipt of Notice to Proceed (NTP). ii. Remaining fifty (50%) percent of the items supplied and delivered done, Eighty (80) days after receipt of Notice to Proceed (NTP). | |
|--|--|

V. WARRANTY

- | | |
|--|--|
| <ul style="list-style-type: none"> a. Shall be based on the provisions of RA 9184 and its revised Implementing Rules and Regulations. b. Equipment warranty must be at least one (1) year on GOODS upon final acceptance of the project. Likewise, the supplier shall cover the warranty of the equipment/items assembled by DOE personnel. c. Supplier should warrant that all components are new, not cloned/imitation no defects, tested and in accordance with the specifications. d. For a period as stated in the Contract with the Winning Bidder and after the DOE-EUMB issued a Certificate of Final Acceptance of the GOODS, the Winning Bidder should warrant the GOODS against all defects in writing. The said defective GOODS shall be repaired or replaced by the Winning Bidder. e. The Winning Bidder shall undertake at his own expense all repairs and/or replacements of materials, facilities and equipment or parts thereof which are found to be defective, inferior, and not in accordance with the agreement which are brought to the attention of the Winning Bidder within thirty (30) days from discovery thereof and within one (1) year after final acceptance of the GOODS by DOE-EUMB | |
|--|--|

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. **Certificate of Warranty/Guarantee**; 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 Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

[DOE Chief Accountant]

Witness

Acknowledgment

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