



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

REBIDDING FOR THE PROCUREMENT OF VARIOUS OFFICE EQUIPMENT FOR THE ALTERNATIVE FUELS AND ENERGY TECHNOLOGY DIVISION'S LOCALLY FUNDED PROJECT:

*Heavy Duty Comb Binding Machine, Heavy Duty Laminating
Machine Heavy Duty Paper Shredder, Heavy Duty Three-hole
Paper Puncher Heavy Duty Paper Cutter, Heavy Duty Extension
Cord, Multi-purpose Ladder, Scientific Calculator, Fax Machine,
Digital Electronic Wall Clock, Telephone Handset
Table Top Photocopying Machine, Multimedia Projector
Digital Voice Recorder, Digital Camera, Multi-Media Camera
Drone, Professional Portable Digital Video Camera with Tripod,
Professional Photography/Video Lighting Equipment, and
Professional Unidirectional Video Microphone Equipment*

(Purchase Request No. 01-0151-2021-03-0058)

**6th Edition
July 2020**

Section I. Invitation to Bid



**INVITATION TO BID FOR THE REBIDDING FOR THE
PROCUREMENT OF VARIOUS OFFICE EQUIPMENT FOR THE
ALTERNATIVE FUELS AND ENERGY TECHNOLOGY
DIVISION'S LOCALLY FUNDED PROJECT :**

*Heavy Duty Comb Binding Machine, Heavy Duty Laminating Machine
Heavy Duty Paper Shredder, Heavy Duty Three-hole Paper Puncher
Heavy Duty Paper Cutter, Heavy Duty Extension Cord, Multi-purpose
Ladder, Scientific Calculator, Fax Machine Digital Electronic Wall Clock,
Telephone Handset, Table Top Photocopying Machine, Multimedia
Projector, Digital Voice Recorder, Digital Camera, Multi-Media Camera
Drone, Professional Portable Digital Video Camera with Tripod,
Professional Photography/Video Lighting Equipment and Professional
Unidirectional Video Microphone Equipment*

1. The *Department of Energy*, through the *General Appropriations Act of 2021* intends to apply the sum of Php 4,000,000.00 that will be sourced from the GAA for FY 2021, being the Approved Budget for the Contract (ABC) to payments under the contract for 01-0151-2021-03-0058. Bids received in excess of the ABC shall be automatically rejected at bid opening. This procurement is on a per item basis, the Bidder may bid for any or all of the items. The evaluation and award will be based on a per item basis.
2. The DOE now invites bids for the *Procurement of various Office Equipment: Heavy Duty Comb Binding Machine, Heavy Duty Laminating Machine Heavy Duty Paper Shredder, Heavy Duty Three-hole Paper Puncher Heavy Duty Paper Cutter, Heavy Duty Extension Cord, Multi-purpose Ladder, Scientific Calculator, Fax Machine Digital Electronic Wall Clock, Telephone Handset, Table Top Photocopying Machine, Multimedia Projector, Digital Voice Recorder, Digital Camera, Multi-Media Camera Drone, Professional Portable Digital Video Camera with Tripod, Professional Photography/Video Lighting Equipment and Professional Unidirectional Video Microphone Equipment for AFETD Locally Funded Project*. 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) 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:
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 **15 July 2021** from the address below and upon payment of the applicable fee for the

Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184, in the amount based on the schedule below:

1. If will bid for any item/items with the total ABC below Php500,000.00; the bid document fee is Php500.00
2. If will bid for any item/items with the total ABC above Php500,000.00 but not exceeding Php1,000,000.00; the bid document fee is Php1,000.00
3. If will bid for more than one item with a total amount of ABC amounting to more than Php1,000,000.00 but not exceeding Php5,000,000.00. Document fee is Php2,000.00 for the first Php1 Million plus Php1,000.00 every Php1 Million in excess of Php1 Million.

Bid Document fee for bidder/s who have bought bidding documents for the first bidding is waived provided the bidder shall attached the Proof of payment for the Bid Documents.

The Procuring Entity will hold a pre-bid conference for this Project on **22 July 2021 through video conferencing which will start at 1:00 PM at DOE BAC Main Office. The bidders are required to submit the following information through jaymeedeogracias@gmail.com or jdeogracias@doe.gov.ph in the following Format:**

1. Complete name of the authorized company representative: _____
2. Position Title : _____
3. Complete company Name, address and contact details : _____
4. Active email addresses where the link will be sent : _____
5. Indicate the item/s the company would like to participate : _____

Maximum of two representative will be given the link to the pre-bid. Those that will be joining the pre-bid conference through online should have the following handle format: **Surname_Position Title_Company Name Acronym_Items Interested In [Short Title]**

Deadline of submission of information is on or before **20 July 2021**. Video conferencing will be through MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference.

6. Bids must be duly received by the BAC Secretariat at the address below on or before **2:00 PM of 05 August 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 05 August 2021. Online submission is not yet available.**
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**
8. Bid opening shall be on **2:30 PM of 05 August 2021 PM, DOE – Audio Visual Room, DOE-Main Building**. Bids will be opened in the presence of the bidders' authorized representatives who choose to attend at the address below. Late bids shall not be accepted.

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

Due to community quarantine measures, only the authorized representative is allowed to attend the bid opening and will be required to follow the DOE Protocol for Visitors;

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

9. 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.
10. The **Department of Energy (DOE)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. 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 *Procurement of various Office Equipment: Heavy Duty Comb Binding Machine, Heavy Duty Laminating Machine Heavy Duty Paper Shredder, Heavy Duty Three-hole Paper Puncher Heavy Duty Paper Cutter, Heavy Duty Extension Cord, Multi-purpose Ladder, Scientific Calculator, Fax Machine Digital Electronic Wall Clock, Telephone Handset, Table Top Photocopying Machine, Multimedia Projector, Digital Voice Recorder, Digital Camera, Multi-Media Camera Drone, Professional Portable Digital Video Camera with Tripod, Professional Photography/Video Lighting Equipment and Professional Unidirectional Video Microphone Equipment for AFETD Locally Funded Project under PR No. 01-0151-2021-03-0058.*

2. Funding Information

2.1. The GOP through the source of funding as indicated below for GAA CY2021 in the amount of Php4,000,000.00

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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in: Philippine Pesos

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until 14 November 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB Clause 14** shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One (1) Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. supply and delivery of Office or ICT 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	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than 2% of the ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5% of the ABC if bid security is in Surety Bond.
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	No further Instructions

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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 Director Patrick T. Aquino</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</p>

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 Procuring Entity until their receipt and final acceptance at the final

	<p>destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>100% of the contract price shall be paid upon complete delivery 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 auditing and accounting procedures.</p>
4	<p>The inspections and tests that will be conducted are: <i>As stated in the Terms of Reference</i></p>
5.1	<p>Warranty shall be in the following forms:</p> <ul style="list-style-type: none"> a. 1 % of the total contract price as retention money,; or b. 5% of the total contract price in the form of special bank guarantee <p>The warranty amount shall be released upon lapsed of the warranty period specified in the TOR/Specifications</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.		Quantity	Delivery Schedule
1	Heavy Duty Comb Binding Machine	9	Sixty (60) calendar days from the Notice to Proceed which includes end-user's acceptance
2	Heavy Duty Laminating Machine	8	
3	Heavy Duty Paper Shredder	5	
4	Heavy Duty Three-hole Paper Puncher	8	
5	Heavy Duty Paper Cutter	4	
6	Heavy Duty Extension Cord	10	
7	Multi-purpose Ladder	2	
8	Scientific Calculator	15	
9	Fax Machine	5	
10	Digital Electronic Wall Clock	7	
11	Telephone Handset	17	
12	Table Top Photocopying Machine	6	
13	Multimedia Projector	10	
14	Digital Voice Recorder	15	
15	Digital Camera	9	
16	Multi-Media Camera Drone	10	
17	Professional Portable Digital Video Camera with Tripod	7	
18	Professional Photography/Video Lighting Equipment	7	
19	Professional Unidirectional Video Microphone Equipment	7	

Section VII. Technical Specifications/ Terms of Reference

Terms of Reference/Specifications					
VARIOUS OFFICE EQUIPMENT FOR AFETD LFP					Bidder's Compliance
Item No.	Description	Quantit y	Unit Cost (Php)	ABC (Php)	
1	Heavy Duty Comb Binding Machine	9	16,000.00	144,000.00	
2	Heavy Duty Laminating Machine	8	10,000.00	80,000.00	
3	Heavy Duty Paper Shredder	5	18,000.00	90,000.00	
4	Heavy Duty Three-hole Paper Puncher	8	1,000.00	8,000.00	
5	Heavy Duty Paper Cutter	4	5,000.00	20,000.00	
6	Heavy Duty Extension Cord	10	4,800.00	48,000.00	
7	Multi-purpose Ladder	2	5,500.00	11,000.00	
8	Scientific Calculator	15	2,500.00	37,500.00	
9	Fax Machine	5	12,000.00	60,000.00	
10	Digital Electronic Wall Clock	7	2,500.00	17,500.00	
11	Telephone Handset	17	2,000.00	34,000.00	
12	Table Top Photocopying Machine	6	100,000.00	600,000.00	
13	Multimedia Projector	10	20,000.00	200,000.00	
14	Digital Voice Recorder	15	8,000.00	120,000.00	
15	Digital Camera	9	100,000.00	900,000.00	
16	Multi-Media Camera Drone	10	30,000.00	300,000.00	
17	Professional Portable Digital Video Camera with Tripod	7	140,000.00	980,000.00	
18	Professional Photography/Video Lighting Equipment	7	25,000.00	175,000.00	
19	Professional Unidirectional Video Microphone Equipment	7	25,000.00	175,000.00	
Grand Total (Php)				4,000,000.00	

Item No.	Description	Quantity	ABC
1	Heavy Duty Comb Binding Machine	9 units	Php 144,000.00
Specifications: <ul style="list-style-type: none"> - Touch Button – automatic puncher - Capable of punching 20 sheets of paper at a time - Binding Capacity: 500 sheets with a 2" comb - With document edge and center guide - Built-in comb storage tray with integrated document measurement device - Vertical document loading 			
2	Heavy Duty Laminating Machine	8 units	Php 80,000.00
Specifications: <ul style="list-style-type: none"> - Jam free lamination - With Heat guard Technology - Laminates up to 100 microns - with Release trigger for retrieving and re-aligning misfed documents - Cold lamination capable - 200 sheets of laminating film (A4 size) per unit 			
3	Heavy Duty Paper Shredder	5 units	Php 90,000.00
Specifications: <ul style="list-style-type: none"> - 4 x 45 mm Confetti/Cross Cut, P-3 security level for general documents - Automatic document feed (top loading) with manual feed slot - Shreds up to 60 sheets from the auto-feed chamber and up to 5 sheets through the manual feed slot - Shreds credit cards and CD - Pull out bin with viewing window - Minimum of 15L bin - Power Input: 220-240 Volts AC 			
4	Heavy Duty Three-hole Paper Puncher	8 units	Php 8,000.00
Specifications: <ul style="list-style-type: none"> - Heavy Duty - Minimum of 10-page punching capacity - Adjustable for 2 to 3 hole punching - Adjustable paper guide - Steel metal construction with plastic chip-tray 			
5	Heavy Duty Paper Cutter	4 units	Php 20,000.00
Specifications: <ul style="list-style-type: none"> - Pressing tightly, easily cutting and changing blade - Cutting rate is very high 			

<ul style="list-style-type: none"> - Sharp knife edge - Durable - Accurate cutting - Regular Cutting Surface - Ream Paper Cutter A4 size with measuring scale - Blade Material: Steel - Cutting capacity: 1 ream 70 gsm - Dimensions: Approximately 63x43x27.9 cm - Suitable for cutting of press work like diverse sheets, books, periodicals, cards 			
6	Heavy Duty Extension Cord	10 units	Php 48,000.00
Specifications: <ul style="list-style-type: none"> - 25m wheel type extension cord - with thermal activation breaker - thermoplastic housing - with t-slots heavy duty outlets - heavy duty ground plug - Equipped with residual current protective device - Wire cross-sectional area: 2.5mm² - Voltage Rating: 220-240V - Current unwound rating: 16A - Number of Outlets: 4 (Type B Plug) 			
7	Multi-purpose Ladder	2 units	Php 11,000.00
Specifications: <ul style="list-style-type: none"> - Unfolded length: 20 ft - Working Load Capacity: 250 lbs Minimum - Material: Sturdy Aluminum - Foldable, with three (3) fold joints - With anti-slip base - With Tray/Work Platform 			
8	Scientific Calculator	15 units	Php 37,500.00
Specifications: <ul style="list-style-type: none"> - Program function - Multi-replay function Minimum Scientific Functions: <ul style="list-style-type: none"> - Fraction calculations - Combination and permutation - Differential and integration - Statistics (STAT-data editor, Standard deviation, Regression analysis) - Base-n calculations/conversions - Logical operations - Complex number calculations - 7 variables 			
9	Fax Machine	5 units	Php 60,000.00

Specifications: <ul style="list-style-type: none"> - Plain paper fax machine (bond paper) - Enhanced Copier function - 2-line LCD display - 10 sheets feeder - Auto answer feature - Navigator Key for Easy Operation - Out-of-paper reception - Friendly Fax reception - Ink film transfer technology - Polling Function - Sequential Broadcasting - Delayed Transmission - Voice Guidance 			
10	Digital Electronic Wall Clock	7 units	Php 17,500.00
Specifications: <ul style="list-style-type: none"> - Specification: Condition: 100% Brand New - Item Type: LED Number - Clock Material: Aluminum Alloy Frame - Size: Approx.33x20x3cm (WxHxD) - Battery: 2032 lithium battery 200 mAh (Built in) for power back-up during power failure - Voltage: 220 - 240V AC or Auto-voltage - Clock Accuracy: $\leq \pm 3$ seconds/month - Room Temperature Display (with measuring range of -10 °C to 50°C) - Temperature Accuracy: ± 1 °C - With perpetual calendar function 			
11	Telephone Handset	17 units	Php 34,000.00
Specifications: <ul style="list-style-type: none"> - Analog Single Line Set - Adjustable Earpiece Volume (5 levels) - Message waiting lamp indicator - Incoming call indicator - Number of ringtones: at least two (2) ringtone type with adjustable volume - Redial 1 keypad lock - With mute key - Direct access key to telecom operator services (R, #, *) - Can be wall mounted 			
12	Table Top Photocopying Machine	6 units	Php 600,000.00
Specifications: <ul style="list-style-type: none"> - Capable of colored and monochromatic printing, scanning, and copying - Laser Jet Technology with pre-installed drum kit and toner 			

<ul style="list-style-type: none"> - With LCD control panel - Print Speed (A4) (Mono/Color): minimum of 21 pages per minute - Scan Speed (300dpi, A4, Mono/Color): 21 images per minute - Copy and Scan Resolution: 600x600 dpi - Print Resolution: 1,200x1,200 dpi - Zoom Ratio: 25%-400% - Print and Copy Paper Size: A6 up to A3 - Scanning Color Selection: Full Color, Grayscale, and Black and White - Standard Memory Capacity: 512 MB - File Format (Scan): PDF, JPEG, TIFF - Transmission Type: Scan to Email, Scan to FTP, Scan to FTP over SSL, Scan to USB - Supports USB Printing - Supports Windows OS and Mac OS - Stackless Duplex Unit - Power: 220-240V AC, with Type A plug or provide standard adaptor for type A - Bundle with one extra toner cartridge set per unit 			
13	Multimedia Projector	10 units	Php 200,000.00
Specifications: <ul style="list-style-type: none"> - White and color brightness at 3,400 lumens Minimum - WXGA Resolution: 1920 x 1200 (based on picture attached table) - Multi PC Projection - HDMI connectivity and Analog RGB - Pen interactivity - Minimum Projection Distance: Approx 1.2 meters (based on picture attached table) - Maximum Projection Distance: Approx 11.0 meters (based on picture attached table) 			
14	Digital Voice Recorder	15 units	Php 120,000.00
Specifications: <ul style="list-style-type: none"> - Record in MP3/LPCM with a high sensitivity S-Microphone - Up to 4 GB of built-in storage, expandable via microSD (SDHC/SDXC) cards - Auto Voice Recording reduces background noise - Direct USB built in for easy connection to PC - Built-in rechargeable lithium battery with three-minute quick charge for one hour of recording - With a high-sensitivity microphone, playback, and minimum of 150 hours of storage - With pouch/cover 			
15	Digital Camera	9 units	Php 900,000.00
Specifications: <ul style="list-style-type: none"> - Megapixels: 25.3 - Video Capture Resolution: 4k - Sensor type: CMOS 			

<ul style="list-style-type: none"> - ISO 204800 and 10 fps shooting - Built-in Wi-Fi and NFC, Dual SD slots - Display: 3.0" tilting touchscreen LCD - 5-axis steady shot inside stabilization - FE 28-70mm f/3.5-5.6 OSS Lens - 2.36m-Dot Tru-finder OLED EVF - UHD 4K30p Video with HLG and S-Log3 Gammas - 693-point hybrid AF System - Memory Card type: Micro SD (minimum of 128 Gb) - Type of battery: Removable Rechargeable Lithium-ion Battery (2280mAh or higher) - AC adapter - Micro-USB cable - Body cap, shoe cap, eyepiece cap, shoulder strap and camera bag - Include hands-on training on its operation 			
16	Multi-Media Camera Drone	10 units	Php 300,000.00
<p>Specifications:</p> <ul style="list-style-type: none"> - Up to approximately 6.2-Mile Range - Withstands 19 to 24 mph Winds - 3-Axis Gimbal with 4K30 Video - Minimum 5200 mAh Battery capacity - Takeoff Weight: Approx 240 grams - Dimensions: <ul style="list-style-type: none"> Folded: Approx. 138x81x58 mm (LxWxH) Unfolded, with propeller: Approx. 245x289x56 mm (LxWxH) - Max Service Ceiling Above Sea Level: 4,000 m - Max Wind Speed Resistance: 8.5-10.5 m/s - Mechanical Range: <ul style="list-style-type: none"> Tilt: -110° to 35° Roll: -35° to 35° Pan: -20° to 20° - Camera: Minimum or Equivalent <ul style="list-style-type: none"> 1/2.3" CMOS, Effective Pixels: 12 MP Lens: FOV: 83°, 35 mm format equivalent: 24 mm, Aperture: f/2.8, Focus range: 1 m to ∞ ISO: Video: 100-3200 (Auto); 100-3200 (Manual) Video Resolution: 4K: 3840x2160 @ 24/25/30fps; 2.7K: 2720x1530 @ 24/25/30fps; FHD: 1920x1080 @ 24/25/30/48/50/60fps - Supported USB port types: Lightning Micro USB (Type-B) USB-C - Charger: Output: 12V 1.5A/9V 2A/5V 3A, Rated Power: 18W - Intelligent Flight Battery: Battery capacity: 2250mAh Lithium-phosphate battery <p>The Supplier shall conduct a hands-on training for the operation of the Camera Drone.</p> <p>The Supplier shall provide all the required permits/licenses to operate from relevant government agencies if applicable.</p>			

17	Professional Portable Digital Video Camera with Tripod	7 units	Php 980,000.00	
<p>Specifications:</p> <ul style="list-style-type: none"> - Sensor: 22.3 MP full frame sensor - Sensor Size: 36 x 24mm - Native ISO Sensitivity: 100-25,600 - Boost Low ISO Sensitivity: 50; Boost High ISO Sensitivity: 51,200-102,400 - Image Size: 5760 x 3840 - Processor: DIGIC 5+ - Dust Reduction: Yes - Weather Sealing/Protection: Yes - Body Build: Full Magnesium Alloy - Shutter: Up to 1/8000 and 30 sec exposure - Shutter Durability: 150,000 cycles - Storage: 1x CF slot and 1x SD slot - Viewfinder Type: Optical TTL - Speed: 6 FPS - LCD Screen: 3.2 inch diagonal Clear View LCD II with 1.04 million dots - Movie Modes: Full 1080p HD with ISO 100-12,800, expandable to ISO 25,600 - Movie Output: AVI, H.264/MPEG-4 in MOV Format (Compressed) - In-Camera HDR Capability: Yes - Battery Type: LP-E6 - Battery Charger: LC-E6 - USB Standard: 2.0 - HDMI Port: Yes - Mic Port: Yes - Tripod: Fluid Head, full 360 degrees' pan <li style="padding-left: 40px;">Spirit level: Yes <li style="padding-left: 40px;">Max Load capacity: 4kg - Max height: 1.8 meters - With shoulder strap, body cap, accessory shoe cap, and eyepiece cap - Will include bag to carry the equipment - Shall include supply of external flash with wireless radio control - Includes hands-on training on its operation - Other accessories required for the operation and protection of the equipment 				
18	Professional Photography/Video Lighting Equipment	7 units	Php 175,000.00	
<p>Specifications:</p> <ul style="list-style-type: none"> - 33" reflective studio umbrella - 33" white photo studio diffuser umbrella - Multi-function flash shoe umbrella holder - 6.2' light stand - Will include bag to carry the equipment - Flash head: 180° rotations, -7° to +90° tilt - Recycle time: 0.1 to 5 seconds - Full manual controls and customizable shooting options - Includes hands-on training on its operation - Other accessories required for the operation and protection of the 				

equipment			
19	Professional Unidirectional Video Microphone Equipment	7 units	Php 175,000.00
<p>Specifications:</p> <ul style="list-style-type: none"> - Acoustic Principle: Pressure Gradient - Active Electronics: JFET impedance converter with bipolar output buffer - Capsule: 1.00" - Polar Pattern: Cardioid - Address Type: Side - Frequency Range: 20Hz - 20kHz - Output Impedance: 100Ω - Maximum SPL: 132dBSPL - Maximum Output Level: 8.0mV (@ 1kHz, 1% THD into 1KΩ load) - Sensitivity: -29.0dB re 1 Volt/Pascal (35.00mV @ 94 dB SPL) +/- 2 dB @ 1kHz - Equivalent Noise Level (A-weighted): 4dBA - Output: XLR Output - Power: Phantom Power Supply (+24V) - Includes hands-on training on its operation - Other accessories required for the operation and protection of the equipment 			
Grand Total			Php 4,000,000.00
<p>Other Terms and Conditions:</p> <ol style="list-style-type: none"> 1. Bidder must submit sample with appropriate material, in their bid submission, to be retained by the end-user until delivery for reference/comparison. 2. The price quoted must be firm and irrevocable and not subject to any changes whatsoever even due to the cost of raw material components and fluctuations in foreign exchange rates and excise duties. 3. Warranty: One (1) Year warranty including replacement if defective Bidder must replace defective items within a week after return. 4. Bid price must be inclusive of all costs (insurance, freight, brokerage, duties and taxes, etc.) attendant to the delivery of the items at DOE. 5. All electrically powered equipment should have a standard Type A plug or be provided with appropriate adaptor. 			

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, including the following,
:
 - a. Brochures or prototype/actual samples of the products offered
 - b. Production/Delivery schedules
 - c. Manpower requirements/Organizational structure
 - d. After sales service/parts, if applicable
 - e. Certificate of warranty/ guarantee; **and**

- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The Supplier's audited financial statements, 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**
- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

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

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s) or the Bid Detail Form.

Bidding Forms

Mandatory Submission of Bidding Forms

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

[illegible]

Name:

Legal Capacity:

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
 Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of Agent Currency/Commission or gratuity

(if none, state “None”)]

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

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

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

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

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

Name:

Legal capacity:

Signature:

Duly authorized to sign the Bid for and behalf of:

Date: _____

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

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

STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

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

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

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

Submitted By:

(Signature over Printed Name)

Note:

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

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

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

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

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

Submitted By:

(Signature over Printed Name)

Note:

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

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]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

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

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Jurat]

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