DEPARTMENT OF ENERGY
(Kagawaran ng Enerhiya)
Procurement Management Division
G/F DOE Main Bldg., Energy Center, Rizal Drive cor. 34th Street
Bonifacio Global City, Taguig City, Philippines 1632
Telephone No.: (02) 3479-2900 local 428
Facsimile: (02) 8541-4105
Email address: **bacsecretariat@doe.gov.ph**

BIDDING DOCUMENTS

INVITATION FOR NEGOTIATED PROCUREMENT AFTER TWO FAILED BIDDINGS

Supply, Delivery and Installation of Steel Mezzanine Floor at DOE Warehouse

(Purchase Request No. 05-0101-2026-05-0385)

Supply, Delivery and Installation of Steel Mezzanine Floor at DOE Warehouse

1. The Department of Energy (DOE) intends to procure **Supply, Delivery and Installation of Steel Mezzanine Floor at DOE Warehouse** with an Approved Budget for the Contract (ABC) of **Eleven Million Five Hundred Fifty Thousand Pesos Only (Php11,550,000.00).**

2. The **DOE – Bids and Award Committee (DOE-BAC)** now invites technically, legally, and financially capable suppliers for the said project.

3. The Procurement procedure for this requirement is **Negotiated Procurement after Two Failed Biddings** pursuant to **Section 35.1** of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

   The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.

4. The interested bidders may obtain further information from the BAC Secretariat at DOE BGC, Taguig Office from **03 November 2026** to **09 November 2026**, Monday to Friday, at 8:00AM to 4:00PM.

5. The **DOE** will hold a Negotiation Meeting on **04 November 2026 at 10:00AM** at the **GSD Conference Room**, which shall be open to prospective bidders.

6. Two (2) copies of the proposals (one original and one copy) must be submitted to the BAC which must be duly received by the BAC Secretariat through manual submission at the office address indicated above on or before **3:00 PM of 09 November 2026**. Late submission shall not be accepted.

7. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two Failed Biddings”, with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the BAC.

A. Eligibility and Technical Documents

a) Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es.
b) Statement of Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to **Supply, Delivery and Installation of Steel Mezzanine Floor at DOE Warehouse** shall be completed within the last **2 years** prior to the date of submission of the best and final offer.

c) Bid Security in any of the following form as prescribed under the IRR of RA No. 12009:
   i. Cash, Manager's Check or Bank Guarantee;
   ii. In case of Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy Notarized Bid Securing Declaration; or
   iii. Bid Securing Declaration.

d) Conformity with the Schedule of Requirements (Annex "A").

e) Conformity with the Technical Specifications (Annex "B").

f) Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary's Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable. In case of Joint Venture, Special Power of Attorney shall be submitted by 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.

g) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement 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.

B. Financial Documents

h) Bid Form
i) Price Schedule

8. The Special Conditions of the Contract shall form part of the contract. Other conditions of the contract shall be governed by the IRR of RA No. 12009 and other related and applicable laws.

9. The Head of the Procuring Entity reserves the right to reject any and all bids, declare failure of bidding, or not award the contract in accordance with Section 70 of the IRR of RA No. 12009.

sgd
Usec. RONALD V. CONQUILLA
Chairperson
Bids and Awards Committee

r

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.

Unit	Description	Quantity	Total	Delivery Schedule
Lot	Supply, Delivery and Installation of Steel Mezzanine Floor at DOE Warehouse	1	Php 11,550,000.00	Sixty (60) calendar days upon receipt of Notice to Proceed (NTP)

Delivery to the Department of Energy –Energy Center, Rizal Drive, BGC, Taguig

Supply, Delivery and Installation of Steel Mezzanine Floor at DOE Warehouse

ABC: PhP 11,550,000.00

I. INTRODUCTION

The Department of Energy (DOE) aims to enhance its warehouse and storage facilities by converting the existing tennis court into a dedicated warehouse area to address space limitations and improve operational efficiency. A mezzanine steel platform system will be installed to optimize vertical space by providing an additional intermediate storage level. The system shall be engineered to safely carry the required loads, ensure safe access, and comply with applicable structural and occupational safety standards.

II. START AND COMPLETION DATES

The Contractor shall commence works within seven (7) calendar days from receipt of the Notice to Proceed (NTP) issued by the Procuring Entity. Failure to start within the prescribed period without justifiable cause shall be a ground for the termination of the contract and forfeiture of the performance security.
The entire project shall be completed within sixty (60) calendar days from the effectivity of the NTP, inclusive of fabrication, delivery, installation and final commissioning.

III. TECHNICAL SPECIFICATIONS

The Technical Specifications for the Mezzanine Steel Platform provided shall be the minimum requirement and the Contractor shall submit its proposal, equal or better than the specifications provided by the DOE.

Component	Specification
System Type	Modular mezzanine steel racking system
Material	Structural steel ASTM A36
Finish	Powder-coated or hot-dip galvanized
Decking	18 mm thick painted marine plywood
Columns	125x125x3mm Thick Modular Columns
Beams	280x50x1.8mm Thick (140x50x1.8mm 2 Layers) Modular Beams
Runner	140x50x1.6mm Thick Modular Runner
Load Capacity	Minimum 500 kg/m² (Uniformly Distributed Load)
Height	Total height: 4.50 m; Clearance level: 3.0 m

Component	Specification
Staircase	Anti-slip treads, handrails both sides, 900 mm min. width
Safety Rail Ramps	1.1 m height with 150 mm kick plate, 4.5 mm thick steel checkered, 1.20m width, with handrails both sides,
Bolts and Anchors	High-tensile Grade 8.8 or better
Warranty	Minimum 1-year on materials and workmanship

IV. SCOPE OF WORKS

A. Site Inspection and Preparation

The Contractor shall conduct a comprehensive site inspection, measurement, and assessment to verify the actual site conditions prior to the commencement of any works. The Contractor shall ensure that the project area is properly prepared by removing all obstructions and confirming that the existing floor foundation is stable and capable of supporting the proposed mezzanine structure. The Contractor shall also provide temporary work enclosures around the affected areas and install appropriate safety signage to ensure a safe and organized work environment.

B. Design and Engineering Documentation

The Contractor shall prepare and submit detailed engineering design drawings and structural analyses duly signed and sealed by a licensed Structural Engineer. All design documents shall be subject to review and approval by the Client or its authorized representative prior to the start of fabrication.

C. Structural Works

The works shall include the complete supply, fabrication, and installation of all required steel components such as beams, columns, floor joists, decking, handrails, stairs and ramp. All exposed steel members shall be provided with adequate anti-corrosion protection through the application of approved coatings or paint systems. Proper alignment, leveling, and stability testing shall be carried out and verified prior to final acceptance.

D. Flooring Works

The works shall also include the installation of cement-finished flooring, including necessary concrete cutting to provide thermal expansion joints. The scope shall further cover the application of rubberized floor paint on the concrete surface to achieve a durable, non-slip finish suitable for warehouse use.

E. Partitions and Ceiling Works

The mezzanine floor shall be equally divided into eleven (11) rooms in accordance with the approved layout plans and dimensions. To provide secure and durable room enclosures, the contractor shall fabricate and install partition walls and ceiling enclosures using 2" × 2" steel matting, complete with a structural framing system consisting of 1-1/2" diameter Schedule 40

galvanized iron (GI) pipes as the main framing members and 1" × 1" × 3/16" angle bars as intermediate supports, bracing, and stiffeners. The steel matting shall be securely attached to the framing system through welding or other approved fastening methods to ensure structural integrity, stability, and long-term durability. Each room shall be provided with a steel-framed access door, complete with heavy-duty hinges and a barrel bolt locking mechanism. All exposed steel surfaces shall be thoroughly cleaned and treated with one (1) coat of red oxide primer and two (2) coats of enamel paint or approved equivalent anti-corrosion coating.

F. Electrical Works

Electrical works shall comprise of the supply and installation of lighting, power outlets, lighting panel including electrical wires, conduits and accessories. shall be coordinated with the DOE representatives before tapping.

Details/Major components for lighting and power outlets:

1. The installation works shall be in compliance with the provisions of the latest edition of the Philippine Electrical Code.
2. The wiring to be used shall be stranded copper, THHN, manufactured by ISO 9001 certified company, with the following sizes:
   For Lighting and Power outlets – 3.5 sq. mm
   For feeder wire of lighting panel – 30 sq. mm
3. All wiring conduits shall be RNC uPVC electrical conduits, except for wiring connections from junction boxes to lighting fixtures, which shall use metal flexible hose conduits.
4. Power outlets to be used shall be duplex type with ground, with surface mounted utility box (20 pcs)
5. Lighting fixtures shall use LED technology with a CRI of 80 or higher and shall be designed and installed to illuminate all designated areas to a maintained level of 100 to 200 lux.
   T8 LED Tubular, Daylight 16W x 1, 1200mm length, with reflectorized box-type lighting fixture with louver
   Floodlight, LED, 400W, 230V, daylight (to be installed in the building structure)
   Switches, 1, 2 or 3 Gang, with surface mounted utility box
6. Lighting Panel shall be surface-mounted panel, with 100A, 3 pole main circuit breaker, with 10 pcs 20A, 2 pole circuit breakers

G. Roofing Works

Roofing works shall include replacement of damaged portions of the roof area, including damaged portions of the exterior wall cladding, using pre-painted Ga. 22, rib type roofing. This scope also includes painting of structural steel members.

Sample of materials to be used shall be submitted to the DOE or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the DOE shall mean no delivery and no installation to be made.

V. TAXES AND FEES

Taxes, duties, fees, charges and other legal exactions arising from the project shall be for the account of the Contractor. DOE shall deduct and withhold the corresponding amounts from said taxes, fees, charges, duties, etc., if it deems necessary pursuant to the requirements of law.

VI. PAYMENT TERMS

The Bidder shall submit a written request for payment accompanied by invoices of the goods delivered and installed with the required minimum technical specifications. Payment shall be based on the following:

Milestone	Percentage	Remarks
Milestone 1 – Mobilization and Submittals	10%	Upon submission and approval of Inception Report, Surety Bond, Performance Bond, Detailed Plans, Shop Drawings, and Construction Schedule.
Milestone 2 – Delivery of Mezzanine Steel Structure	35%	Upon complete delivery to site of fabricated structural steel components for the mezzanine, including columns, beams, runners, decking materials, stairs, ramps, connection materials, and safety railings, as inspected and certified by GSD.
Milestone 3 – Installation of Mezzanine Steel Structure	30%	Upon completion of erection, alignment, bolting/welding, and installation of all structural steel components, decking, stairs, ramps, and safety railings, as inspected and certified by GSD.
Milestone 4 – Completion, Testing, and Final Acceptance	25%	Upon completion of all architectural and electrical works, including flooring works, partitions, ceiling works, roofing repairs, lighting system, power outlets, panel board, wiring, and other related works; successful testing and commissioning; completion of punch-list items; submission of as-built drawings and warranties; and issuance of Certificate of Final Acceptance by DOE.
TOTAL	**100%**	

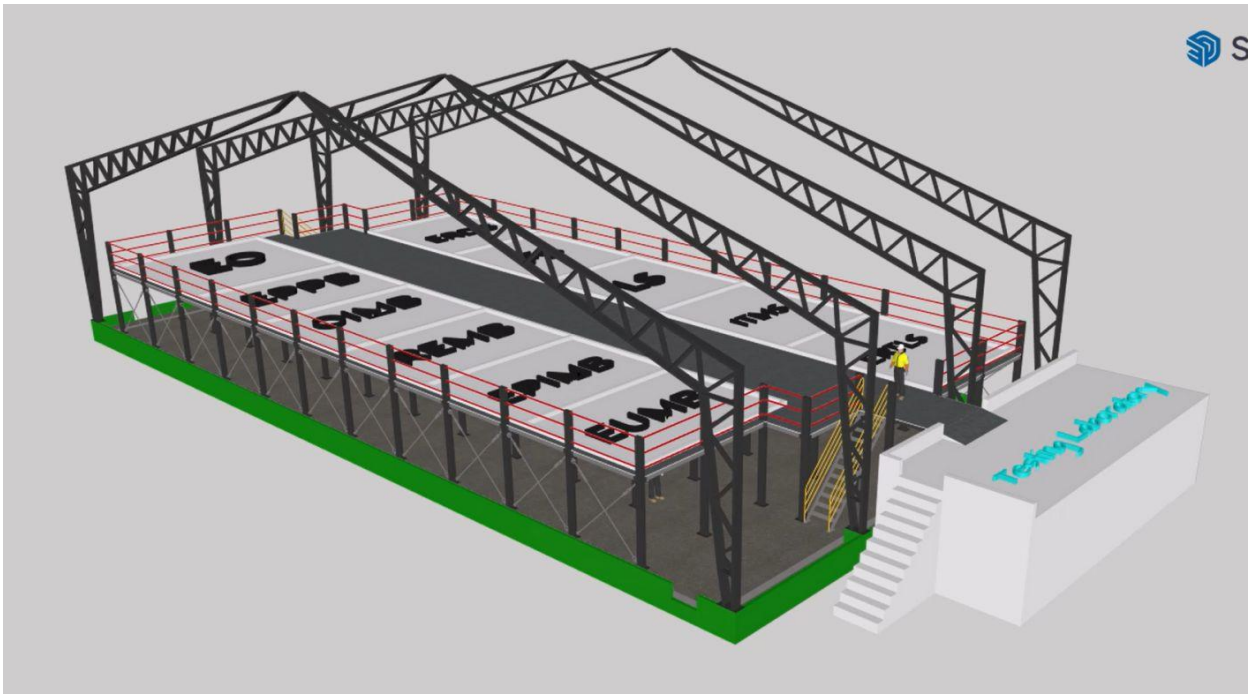
A warranty retention money equivalent to **five percent (5%) of the Total Contract Cost (TCC)** shall be deducted in accordance with Republic Act No. 12009 and its Implementing Rules and Regulations.

The said retention money shall serve as warranty security and shall be released proportionately, consistent with the applicable warranty periods of the contract components. The portion of the retention money shall be released after the expiration of the one-year warranty period, provided that no defects or deficiencies attributable to the Supplier/Contractor remain outstanding

VII. WARRANTY PERIOD

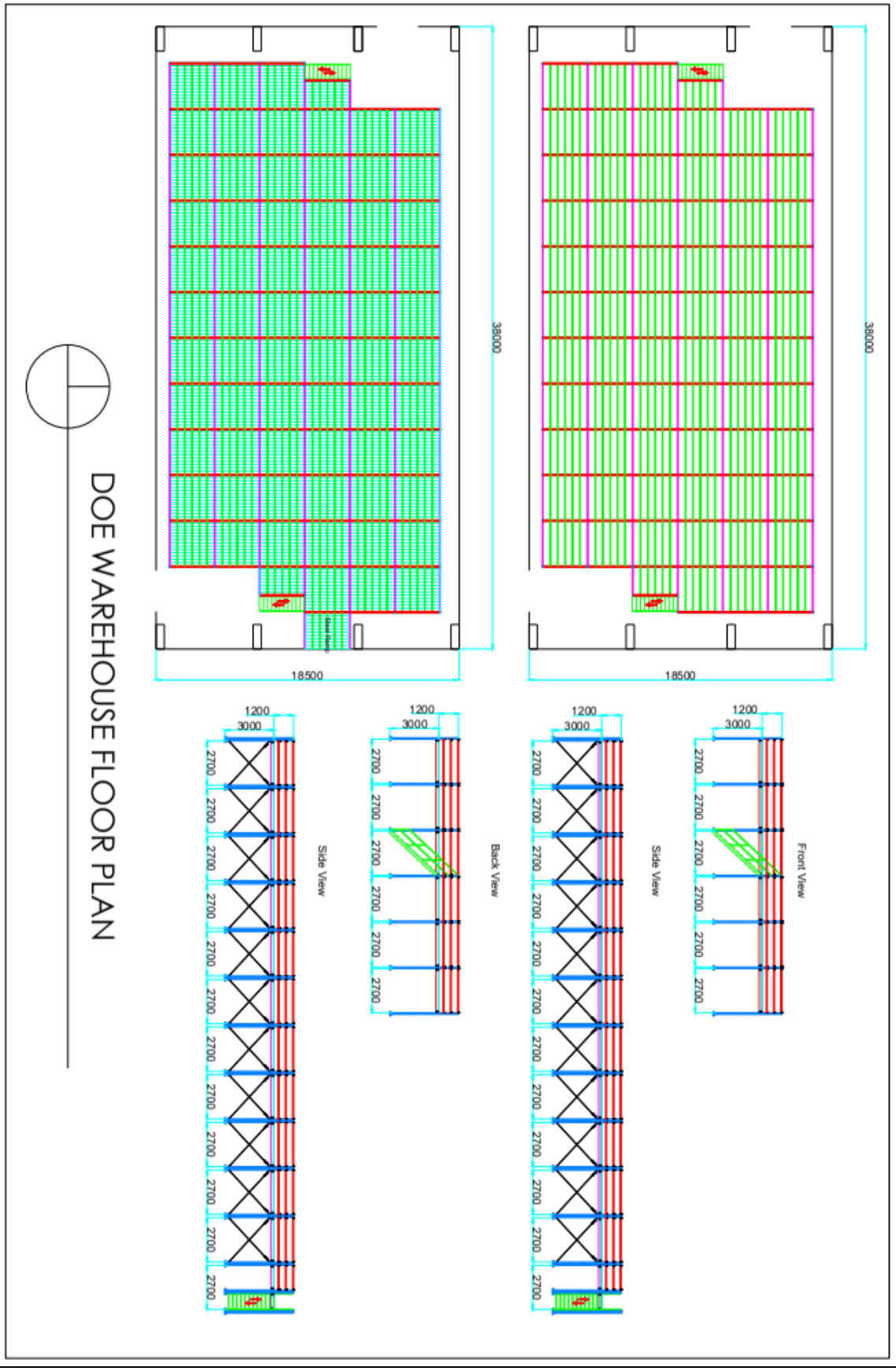
The Contractor warrants that the Mezzanine Steel Platform, including all structural components, materials, workmanship and installation works, shall be free from defects arising from faulty design, materials or workmanship for a period of one (1) year from the date of Final Acceptance by the End-user.

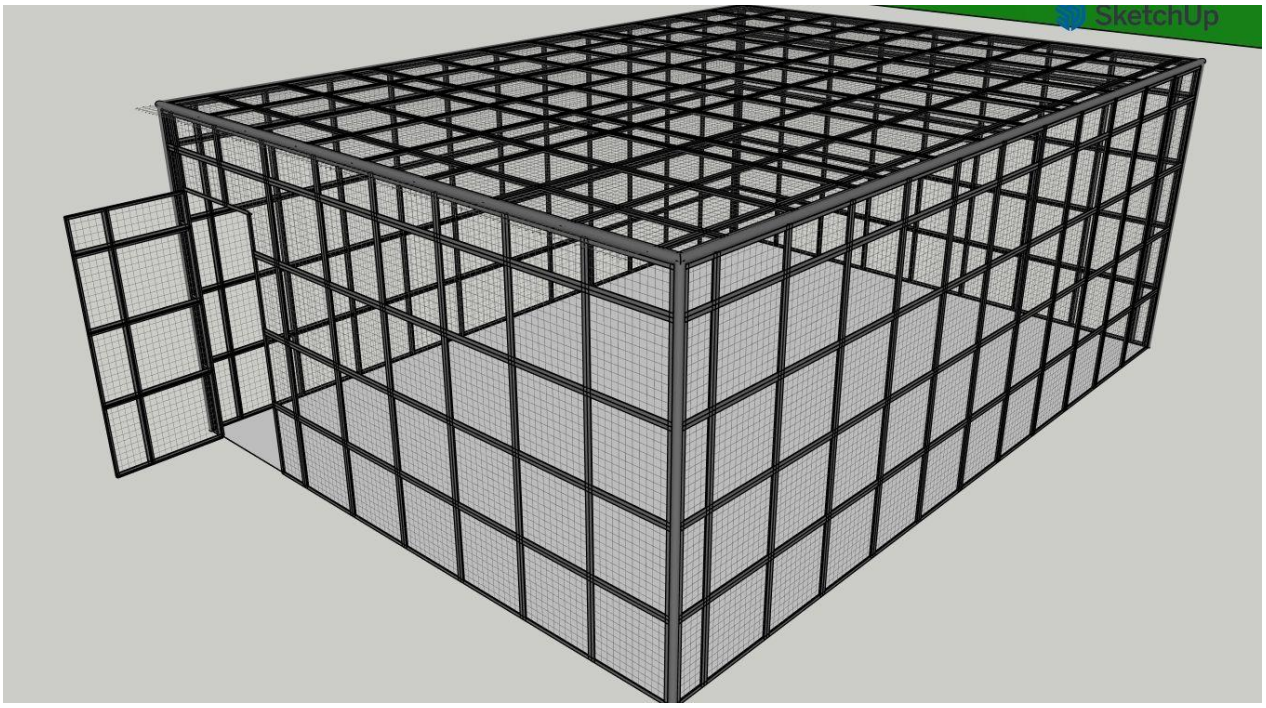
During the warranty period, the Contractor shall at its own expense and without delay, repair, correct or replace any defective or non-conforming parts or workmanship found to be not in accordance with the approved plans, specifications and standards.

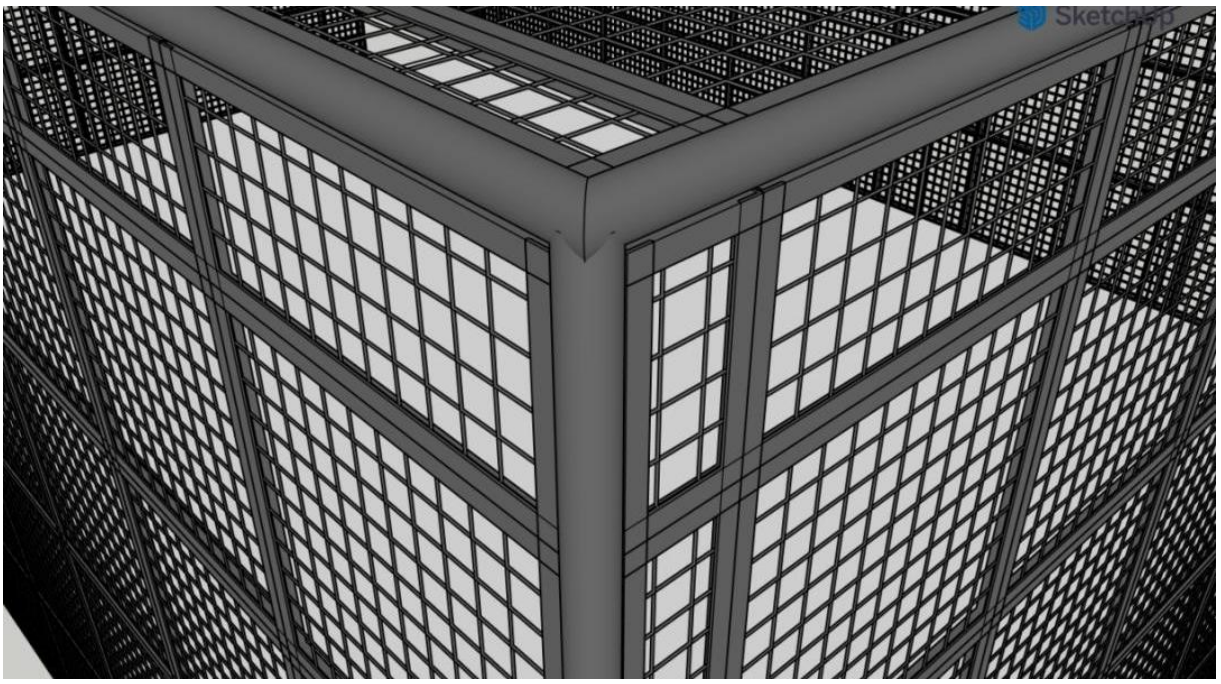




Steel Mezzanine Floor Layout


DOE WAREHOUSE FLOOR PLAN
38000
18500
38000
18500
1200
3000
2700
Front View
Side View
Back View
Side View





Typical Appearance of Partitions at Mezzanine Floor

Special Conditions of Contract

<table>
<tr><th>GCC Clause</th><th></th></tr>
<tr><td>1</td><td>Delivery and Documents –

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:

“The delivery terms applicable to the Contract are DDP. It shall be delivered to the Department of Energy, BGC, Taguig. In accordance with INCOTERMS.”

“The delivery terms applicable to this Contract are delivered. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements.

Incidental Services –

Not applicable.

Spare Parts –

Not applicable.</td></tr>
<tr><td></td><td>Packaging –

Not applicable.

Transportation –
Not applicable

Intellectual Property Rights –
Not applicable.</td></tr>
<tr><td>2.2</td><td>The Bidder shall submit a written request for payment accompanied by invoices of the goods delivered and installed with the required minimum technical specifications. Payment shall be based on the following:

<table>
<tr><th>Milestone</th><th>Percentage</th><th>Remarks</th></tr>
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</table>
</td></tr>
</table>

	<table><tr><th>Milestone</th><th>Percentage</th><th>Remarks</th></tr><tr><td>Milestone 2 – Delivery of Mezzanine Steel Structure</td><td>35%</td><td>Upon complete delivery to site of fabricated structural steel components for the mezzanine, including columns, beams, runners, decking materials, stairs, ramps, connection materials, and safety railings, as inspected and certified by GSD.</td></tr><tr><td>Milestone 3 – Installation of Mezzanine Steel Structure</td><td>30%</td><td>Upon completion of erection, alignment, bolting/welding, and installation of all structural steel components, decking, stairs, ramps, and safety railings, as inspected and certified by GSD.</td></tr><tr><td>Milestone 4 – Completion, Testing, and Final Acceptance</td><td>25%</td><td>Upon completion of all architectural and electrical works, including flooring works, partitions, ceiling works, roofing repairs, lighting system, power outlets, panel board, wiring, and other related works; successful testing and commissioning; completion of punch-list items; submission of as-built drawings and warranties; and issuance of Certificate of Final Acceptance by DOE.</td></tr><tr><td>TOTAL</td><td>100%</td><td></td></tr></table> A warranty retention money equivalent to **five percent (5%) of the Total Contract Cost (TCC)** shall be deducted in accordance with Republic Act No. 12009 and its Implementing Rules and Regulations. The said retention money shall serve as warranty security and shall be released proportionately, consistent with the applicable warranty periods of the contract components. The portion of the retention money shall be released after the expiration of the one-year warranty period, provided that no defects or deficiencies attributable to the Supplier/Contractor remain outstanding
4	*The inspections and tests that will be conducted are:* ***As required under the TOR***

Bidding Forms

Mandatory Submission of Bidding Forms

ANNEX A

STATEMENT OF ONGOING 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 (2) 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	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 (2) 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	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

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: *[Number]*

To: *[Insert name 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;

   [Insert paragraph for Unsolicited Offer with Bid Matching]

   I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

2) Select one, delete the other:

   - I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c),of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

   (For Unsolicited Offer with Bid Matching)

   - I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense 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:

   Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   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;

[Insert this paragraph for Unsolicited Offer with Bid Matching]

Upon contract award and the LCCRB is not the original offeror; or

I am/we are declared the bidder with the *[Insert Award Criterion[1]]* 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]*.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

SUBSCRIBED AND SWORN to before me this _____ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

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

1. *Select one, delete the others:*

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

   - *If 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]*;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2. ***Select one, delete the others:***

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity][insert* "as supported by the attached duly notarized Special Power of Attorney" *for authorized representative]*;

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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;

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 others:*

   - *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8. *[Name of Bidder]* complies with existing labor laws and standards; and

9. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

    b) Carefully examine all of the Bidding Documents;

    c) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

    d) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

    e) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.

10. *[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.

11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

SUBSCRIBED AND SWORN to before me this _____ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Bid Form for Procurement of Goods

[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM

Project Identification No.: *[Insert number]*

To: [Name of Procuring Entity]

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project [Project Title];

b) Select one, delete the other

- I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
- I/We offer to execute the Works for this Contract in accordance with the PBD;

c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*

d) The discounts offered and the methodology for their application, if any, are: *[insert information];* or indicate N/A if no discount offered]

e) The total bid price in words and figures, after applying the applicable discount, 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 in the *[Select one, delete the other:* the Price Schedules/ Detailed Estimates].

f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;

g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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 the Bidder.

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

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

The undersigned is authorized to submit the bid on behalf of [Name of the Bidder] as evidenced by the attached [State the Written Authority].

I/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.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

Price Schedule for Goods

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

Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	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 (col5+6+7+8)	Total Price delivered Final Destination (col 9)x(col 4)

Summary of Bid Prices

*The Procuring Entity may modify the table below as necessary to comply with the requirements of the Procurement Proje*ct.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: _____

Signature: _____

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

Price Schedule for Goods

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

Pricing Details for Goods Offered from Abroad

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)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of a specific Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: _____

Signature: _____

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

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

For Goods Offered from Within the Philippines
Name of Bidder _____Project ID No._____ Page ___of___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____
Legal Capacity: _____
Signature: _____
Duly authorized to sign the Bid for and behalf _____

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the _____ day of _____ 20_____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier/Contractor/Consultant".

WHEREAS**,** the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency],* hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

   a. Philippine Bidding Documents (PBD); *[Select one, delete the others]*

   - *For Procurement of Goods*

     i. Invitation to Bid;
     ii. Instruction to Bidders;
     iii. 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;
     iv. Bid Data Sheet;
     v. Schedule of Requirements;
     vi. Technical Specifications;
     vii. General and Special Conditions of Contract;
     viii. Supplemental Bid Bulletins, if any; and
     ix. Other contract documents that may be required by existing laws and/or the Entity.

- *For Procurement of Infrastructure Projects*

  i. Drawings/Plans;
  ii. Scope of Work;
  iii. Invitation to Bid;
  iv. Instructions to Bidders;
  v. Bid Data Sheet;
  vi. 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;
  vii. Bill of Quantities;
  viii. General and Special Conditions of Contract;
  ix. Supplemental Bid Bulletins, if any; and
  x. Other contract documents that may be required by existing laws and/or the Entity.

- *For Procurement of Consulting Services*

  i. General and Special Conditions of Contract;
  ii. Terms of Reference;
  iii. Request for Expression of Interest;
  iv. Instructions to Bidders;
  v. Bid Data Sheet;
  vi. Addenda and/or Supplemental Bid Bulletins, if any;
  vii. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements 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;
  viii. Eligibility requirements, documents and/or statements; and
  ix. Other contract documents that may be required by existing laws and/or the Entity.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of *[Contract Price in words and figures],* or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the

Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

*For the **Department of Energy***	For the Bidder
Head of the Procuring Entity or Duly Authorized Representative	Duly authorized to sign the Contract for and behalf of *[Bidders Name]*:
[Signature over Printed Name] *[Position/Designation]* *[Date]*	*[Signature over Printed Name]* *[Position/Designation]* *[Date]*

Signed in the presence of:

[Name and Signature] *Witness for DOE* *[Position Title]*	*[Name and Signature]* *Witness- Supplier* *[Position Title]*

Helen C. Roldan
OIC – Chief, Accounting Division
Witness

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of ____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____