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
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BIDDING DOCUMENTS

INVITATION FOR NEGOTIATED PROCUREMENT AFTER TWO FAILED BIDDINGS

Supply and Delivery of ICT Equipment for DOE ISSP FY2026

(Purchase Request No. 05-0151-2026-03-0276)

Supply and Delivery of ICT Equipment for DOE ISSP FY 2026

1. The Department of Energy (DOE) intends to procure **Supply and Delivery of ICT Equipment for DOE ISSP FY2026** with an Approved Budget for the Contract (ABC) of **Fifty-Two Million Nine Hundred Thirty-Nine Thousand Pesos Only (Php52,939,000.00).**

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 **14 September 2026** to **21 September 2026**, Monday to Friday, at 8:00AM to 4:00PM.

5. The **DOE** will hold a Negotiation Meeting on **15 September 2026 at 8:00AM** at the **ITMS 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 21 September 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 and Delivery of ICT Equipment for DOE ISSP FY2026** 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.

Usec. RONALD V. CONQUILLA
Chairperson
Bids and Awards Committee

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.

LOT NO.	DESCRIPTION	QUANTITY	TOTAL	DELIVERY SCHEDULE
Supply, Delivery, Installation, Testing, and Commissioning of One (1) Unit of Battery EV (BEV) – Multipurpose Vehicle (MPV)				
1	Laptop Computer (High-End) – A with peripherals/accessories	98	15,680,000.00	Ninety (90) calendar days upon receipt of Notice (NTP) to Proceed
2	Laptop Computer (High-End) – B with peripherals/accessories	67	10,720,000.00	
3	Laptop Computer (High Performance) with peripherals/accessories	10	2,100,000.00	
4	Laptop Computer (Standard) with peripherals/accessories	139	18,070,000.00	
5	1. Desktop Computer (High Performance A)	12	3,225,000.00	
	2. Desktop Computer (High Performance B)	1	400,000.00	
6	1. A3 Flatbed Scanner	2	480,000.00	
	2. Document Scanner (High Speed)	6	1,074,000.00	
	3. Document Scanner (Standard)	17	1,190,000.00	

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

Supply and Delivery of ICT Equipment for DOE ISSP FY2026

ABC: PhP 52,939,000.00

I. OBJECTIVE

To support the effective and efficient delivery of services to stakeholders, through the procurement of ICT equipment for the Department of Energy's (DOE) Offices, Bureaus, and Services, in accordance with the FY2026 Information Systems Strategic Plan (ISSP).

II. APPROVED BUDGET FOR THE CONTRACT (ABC): Php52,939,000.00

III. DELIVERABLES

LOT NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Laptop Computer (High-End) – A with peripherals/accessories	98	Unit	160,000.00	15,680,000.00
2	Laptop Computer (High-End) – B with peripherals/accessories	67	Unit	160,000.00	10,720,000.00
3	Laptop Computer (High Performance) with peripherals/accessories	10	Unit	210,000.00	2,100,000.00
4	Laptop Computer (Standard) with peripherals/accessories	139	Unit	130,000.00	18,070,000.00
5	3. Desktop Computer (High Performance A)	12	Unit	268,750.00	3,225,000.00
	4. Desktop Computer (High Performance B)	1	Unit	400,000.00	400,000.00
6	4. A3 Flatbed Scanner	2	Unit	240,000.00	480,000.00
	5. Document Scanner (High Speed)	6	Unit	179,000.00	1,074,000.00
	6. Document Scanner (Standard)	17	Unit	70,000.00	1,190,000.00
Total ABC:					**52,939,000.00**

IV. TECHNICAL SPECIFICATIONS

LOT 1 - NINETY-EIGHT (98) UNITS LAPTOP COMPUTER (HIGH-END) A WITH PERIPHERALS/ACCESSORIES	
Operating System	Windows 11 Pro, OEM licensed
Processor	At least 8 cores, 16 Threads, 18MB Cache, Frequency up to 5.0 GHz
Graphics	At least 6GB GDDR5 dedicated graphics
Display	At least 14" WUXGA, IPS/OLED
Memory	At least 32GB RAM LPDDR5/DDR5
Storage	At least 1TB PCIe Gen4 NVMe M.2 SSD
Standard Ports	• 1x USB-A (USB 3.2 Gen 2) • 2× USB-C / Thunderbolt 4 with (DisplayPort 1.4 and USB PD 3.0 support) or 1x USB 4 with (DisplayPort 1.4 and USB PD 3.0 support) and 1x USB 3.2 Gen 2 Type-C port • 1× HDMI 2.1 • 1× Ethernet (GbE RJ-45) or USB Ethernet Adapter • 1× Security lock slot
Keyboard & Touchpad	Full-size soft-touch keyboard with backlit Precision touchpad With Built-in Number Pad (NumPad)
Camera	FHD (1080p) camera with privacy shutter
Speaker & Microphone	Stereo speakers Dual microphone array with noise-reduction
Wireless Connectivity	At least Wi-Fi 6 (802.11ax) or higher; Bluetooth 5.4
Battery	At least 70Wh
Power Adapter	At least 75 W power adapter
Durability	Internal durability testing conducted in accordance with US MIL-STD-810H
Security	Trusted Platform Module (TPM) 2.0 NVMe drive password protection BIOS user and boot password protection Physical Kensington-type or equivalent lock support
Peripherals/Accessories	Laptop security cable; stereo headset with microphone; Wireless mouse with pad; Backpack/carry bag, and one (1) unit 23-inch FHD (1920 × 1080) monitor
Warranty	Three (3) years warranty on parts and on-site services
LOT 2 - SIXTY-SEVEN (67) UNITS LAPTOP COMPUTER (HIGH-END) B WITH PERIPHERALS/ACCESSORIES	
Operating System	Windows 11 Pro, OEM licensed
Processor	At least 8 cores, 14 threads, 18MB cache, Frequency up to 4.8GHz

Graphics	Integrated Graphics
Display	At least 14 inches WUXGA resolution, IPS/OLED
Memory	At least 32 GB LPDDR5/DDR5
Storage	At least 1TB PCIe Gen4 NVMe M.2 SSD
Standard Ports	• 1× USB-A (USB 3.2 Gen 2) • 2× USB-C / Thunderbolt 4 with (DisplayPort 1.4 and USB PD 3.0 support) or 1x USB 4 with (DisplayPort 1.4 and USB PD 3.0 support) and 1x USB 3.2 Gen 2 Type-C port • 1× HDMI 2.1 • 1× Ethernet (GbE RJ-45) or USB Ethernet Adapter • 1× Security lock slot
Keyboard & Touchpad	Full-size soft-touch keyboard with backlit Precision touchpad
Camera	FHD camera with privacy shutter
Speaker & Microphone	Stereo speakers; Dual microphone array with noise reduction
Wireless Connectivity	At least Wi-Fi 6 (802.11ax) or higher; Bluetooth 5.4
Battery	At least 64 Wh
Weight	Not more than 1.85kg with battery (w/ numpad) Not more than 1.6 kg with battery (w/o numpad)
Power Supply	At least 65 W power adapter, not more than 170g.
Durability	Internal durability testing conducted in accordance with US MIL-STD-810H
Security	Trusted Platform Module (TPM) 2.0 NVMe drive password protection BIOS user and boot password protection Physical Kensington-type or equivalent lock support
Peripherals/Accessories	Laptop security cable, stereo headset with mic, wireless mouse with pad, backpack/carry bag, and one (1) unit 23-inch monitor
Quantity Distribution of Laptops	a. Forty-Two (42) units with built-in number pads (NumPads) b. Twenty-five (25) units of without number pads (NumPads)
Warranty	Three (3) years warranty on parts and on-site services
LOT 3 - TEN (10) UNITS LAPTOP – HIGH-PERFORMANCE (WITH PERIPHERALS/ ACCESSORIES)	
Operating System	Windows 11 Pro, OEM licensed
Processor	At least 20 cores, 20 Threads, 30MB Cache, Frequency up to 5.2 GHz
Graphics	At least 8GB GDDR5 dedicated graphics
Display	At least 14 inches WQXGA (2560 x 5070)
Memory	At least 32GB LPDDR5/DDR5
Storage	At least 1TB M.2 PCIe Gen4 NVMe SSD

	Standard Ports	• 1x USB-A (USB 10Gbps / USB 3.2 Gen 2) • 1x Thunderbolt 4 with power delivery option or 1x USB 4 with (DisplayPort 1.4 and USB PD 3.0 support) and 1x USB 3.2 Gen 2 Type-C port • 1x Ethernet (2.5GbE RJ-45) or USB Ethernet Adapter • 1 x HDMI 2.1 • 1 x headphone/microphone combo
	Keyboard & Touchpad	Full-size keyboard with backlit and Precision touchpad
	Camera	FHD (1080p) camera with privacy shutter
	Audio	Stereo speakers Dual microphone array
	Wireless Connectivity	At least Wi-Fi 6E (802.11ax) or higher; Bluetooth 5.3 or later
	Battery	At least 70WHrs
	Power Adapter	At least 130W power adapter (100-240V)
	Durability	Internal durability testing conducted in accordance with US MIL-STD-810H
	Security	Trusted Platform Module (TPM) 2.0 NVMe drive password protection BIOS user and boot password protection Physical Kensington-type or equivalent lock support
	Peripherals/Accessories	Laptop security cable; stereo headset with microphone; Wireless mouse with pad; Backpack/carry bag, and one (1) unit 23-inch FHD (1920 × 1080)
	Warranty	Three (3) years warranty on parts and on-site services
	LOT 4 - ONE HUNDRED THIRTY-NINE (139) UNITS LAPTOP COMPUTER (STANDARD) WITH PERIPHERALS/ACCESSORIES	
	Operating System	Windows 11 Pro, OEM licensed
	Processor	At least 12 cores, 14 threads, 12MB cache, up to 4.8GHz
	Graphics	Integrated Graphics
	Display	Not more than 16 inches display size, At least WUXGA resolution, IPS/OLED
	Memory	At least 32 GB LPDDR5/DDR5
	Storage	At least 1TB PCIe Gen4 NVMe M.2 SSD
	Speaker & Microphone	Stereo speakers Dual microphone array with noise reduction
	Camera	FHD (1080p) camera with privacy shutter
	Battery	At least 57WH
	Power Adapter	At least 65 W power adapter
	Durability	Internal durability testing conducted in accordance with US MIL-STD-810H
	Keyboard & Touchpad	Backlit keyboard and precision touchpad

Wireless Connectivity	At least Wi-Fi 6 (802.11ax); Bluetooth 5.3 or later
Standard Ports	• 1× USB-A (USB 3.2 Gen 2) • 2× USB-C / Thunderbolt 4 with (DisplayPort 1.4 and USB PD 3.0 support) or 1x Thunderbolt 4 with (DisplayPort 1.4 and USB PD 3.0 support) and 1x USB 3.2 Gen 2 Type-C port • 1× HDMI 2.1 • 1× Headphone/Microphone Combo Jack (3.5 mm) • 1× Ethernet (GbE RJ-45) or USB Ethernet Adapter • 1× Security lock slot or equivalent
Security	Trusted Platform Module (TPM) 2.0 NVMe drive password protection BIOS user and boot password protection Physical Kensington-type or equivalent lock support
Peripherals/Accessories	Laptop security cable; stereo headset with mic, wireless mouse with pad, backpack/carry bag, and one (1) unit 23-inch monitor
Warranty	Three (3) years warranty on parts and on-site services
Quantity Distribution of Laptops	a. Eighty-three (83) units of laptop computers with built-in number pads (NumPads) b. Fifty-six (56) units of laptop computers without number pads (NumPads)
LOT – 5	
1. TWELVE (12) UNITS DESKTOP COMPUTER (HIGH PERFORMANCE A)	
Operating System	Windows 11 Pro, OEM licensed
Processor	At least 8 cores and at least 16 threads base frequency of at least 4.7 GHz boost frequency of up to 5.2 GHz or higher at least 96MB of L3 cache
Graphics	At least 16GB of GDDR7 VRAM
Display	At least 27-inch, 2560x1440 resolution,16:9 aspect ratio
Memory	At least 32GB DDR5
Storage	At least 2TB PCIE 4.0 SSD
Motherboard	ATX Form Factor At least 4x DIMM Slots supporting 256GB of DDR5 memory or better At least 4x M.2 Slots At least 4x SATA 6Gb/s Ports At least 1x HDMI Port At least 2x USB 4 Gen 2 Type-C Ports w/ display capabilities At least 2x USB 3.2 Gen 2 Type-A Ports At least 4x USB 3.2 Gen 1 Type-A Ports At least 4x USB 2.0 Type-A Ports At least 1x 2.5Gb Ethernet Port or better With Wi-Fi Module With BIOS Flashback Button

Power Supply	At least 850W or better; compliant with ATX 3.1 Efficiency Rating of 80+ Gold or better With fully modular cables
Case	Can accommodate a 420mm All-in-One liquid cooler Can accommodate an ATX Form Factor motherboard At least 4x front USB 3.0 Type-A ports At least 1x front USB Type-C port
Keyboard	Form Factor: 96% Features: With approx. 1-inch LCD display w/ knob Hot-swappable switches Wired and wireless (Bluetooth and 2.4GHz) operation; Braided USB-Cable
Warranty	At least 2 years warranty on parts and on-site services
2. ONE (1) UNIT DESKTOP COMPUTER (HIGH PERFORMANCE B)	
Operating System	Windows 11 Pro, OEM licensed
Processor	At least 12 cores and at least 16 threads base frequency of at least 4.7 GHz boost frequency of up to 5.2 GHz or higher at least 36MB of cache
Graphics	At least 16GB of GDDR6 or better
Display	Two (2) Units of Monitors with at least 27" OLED; 3840×2160 resolution or better
Memory	At least 64GB LPDDR5/DDR5
Storage	At least 2TB, PCIE 4.0 SSD
Motherboard	ATX Form Factor At least 4x DIMM Slots supporting 256GB of DDR5 memory or better At least 4x M.2 Slots At least 4x SATA 6Gb/s Ports At least 1x HDMI Port At least 2x USB 4 Gen 2 Type-C Ports w/ display capabilities At least 2x USB 3.2 Gen 2 Type-A Ports At least 4x USB 3.2 Gen 1 Type-A Ports At least 4x USB 2.0 Type-A Ports At least 1x 2.5Gb Ethernet Port or better With Wi-Fi Module With BIOS Flashback Button
Power Supply	At least 850W, compliant with ATX 3.1 Efficiency Rating of 80+ Gold or better With fully modular cables
Peripherals/Accessories	Wireless Mouse and Keyboard (same brand)
	2x HDMI and 2x DisplayPort cables
	UPS power capacity matches or exceeds the computer system's requirements
	Full 1080p HD Webcam with microphone
	Wired headset with microphone
	Speakers
Warranty	At least 2 years warranty on parts and on-site services

LOT - 6	
1. TWO (2) UNITS - A3 FLATBED SCANNER	
Scanner Type	Flatbed color image scanner
Automatic Document Feeder (ADF)	Sheet-fed, 1-pass duplex scanning
Paper Supply	Face up load, face down eject
Document Size – Max (ADF)	At least 11.7" x 100"
Document Size – Max (Flatbed)	At least 11.7" x 16.5"
Document Size – Min (ADF)	2.7" x 4.7"
Document Size (Flatbed)	11.7" x 16.5"
Document Size (ADF)	11.7" x 100"
Photoelectric Device	600 dpi color CCD 4-line sensor (RGB & Black)
Paper Setting Capacity	At least 200 pages (75 g/m²)
Optical Resolution	At least 600 dpi
Pixel Depth	Input: 16 bit/color/pixel; Output: 8 bit/color/pixel
Scanning Speed (Letter, 200 dpi B/W)	Up to 40 ppm / 80 ipm
Scan Speed (200 dpi Color)	Up to 40 ppm / 80 ipm
Scan Speed (300 dpi B/W)	Up to 30 ppm / 60 ipm
Scan Speed (300 dpi Color)	Up to 30 ppm / 60 ipm
Scan Speed (600 dpi B/W)	Up to 15 ppm / 30 ipm
Scan Speed (600 dpi Color)	Up to 7.5 ppm / 15 ipm
Scan Interface	Hi-Speed USB 2.0
Supported Operating Systems	Windows 11 or later; MacOS 14 or later
Daily Duty Cycle	5,000 pages/day
Warranty	At least 1-year on parts and on-site services
2. SIX (6) UNITS - DOCUMENT SCANNER (HIGH-SPEED)	
Scanner Type	A3 sheet-fed, one-pass duplex color scanner
Scan Method	Fixed carriage and moving document or equivalent
Sensor Type	Contact Image Sensor (CIS) ×2
Control Panel	2.7″ Colour LCD Touchscreen
Optical Resolution	600 × 600 dpi

Output Resolution	50 – 1,200 dpi (in 1 dpi increments)
Bit Depth (Colour)	30-bit input, 24-bit output
Bit Depth (Grayscale)	10-bit input, 8-bit output
Bit Depth (B&W)	10-bit input, 1-bit output
Document Size (Minimum)	50.8 × 69 mm
Document Size (Maximum)	304.8 × 5,588 mm
Supported Paper Weight	20 – 413 g/m²; Less than A8 size: 127 – 413 g/m²
ADF Capacity	A4: 120 sheets, A3: 60 sheets; Delicate Feed Mode: 20 sheets (A4), 10 sheets (A3)
Daily Scan Volume	Up to 40,000 sheets/day
Multi-feed Detection	Ultrasonic Sensor and Length Detection
Interface	USB 3.0
Scan Speed (300 dpi)	At least 90 ppm / 180 ipm
Scan Speed (600 dpi)	At least 26 ppm / 52 ipm
Supported Operating Systems	Windows 11 or later ; MacOS 14 or later
Warranty	At least 1-year on parts and on-site services
3. SEVENTEEN (17) UNITS - DOCUMENT SCANNER (STANDARD)	
Scanner Type	Sheet Fed Scanner
Scan Method	One-pass duplex color scanner
Sensor Type	Contact Image Sensor (CIS)
Optical Resolution	600 x 600 dpi
Output Resolution	50 – 1,200 dpi
Bit Depth (Color)	10-bit input / 8-bit output
Document Size (Minimum)	50.8 – 50.8 mm
Document Size (Maximum)	215.9 x 6096 mm
Supported Paper Weight	27 - 413 g/m2 (A8 or less 127 - 413 g/m2)
ADF Capacity	100 sheets (80 g/m2)
Daily Scan Volume	Up to 14,000 sheets/day
Multi-feed Detection	Ultrasonic Sensor and Length Detection
Interface	USB 3.0
Scan Speed (300 dpi)	At least 85 ppm / 170 ipm
Scan Speed (600 dpi)	At least 23 ppm / 46 ipm
Supported Operating Systems	Windows 11 or later; Mac OS 14 or later

Warranty	At least 1-year on parts and on-site services

V. OTHER REQUIREMENTS

a) Only one product brand should be offered by the bidder for item/s that have more than one unit requirement.
b) The quoted price must be firm, irrevocable, and not subject to any changes whatsoever, including those arising from fluctuations in the cost of raw materials, foreign exchange rates, or excise duties.
c) The bid price must be inclusive of all costs (insurance, freight, brokerage, duties, taxes, etc.) associated with the delivery of the items to the DOE.
d) The Supplier must be a duly authorized reseller or distributor of the product being offered and must possess valid certification or documentation from the original manufacturer or principal vendor demonstrating such authorization.
e) The Supplier shall ensure that the unit/equipment is brand new, authentic, factory-sealed, and source through the Original Equipment Manufacturer's (OEM) authorized distribution channel, complete with full manufacturer warranty.
f) The product brand must have been available on the market for at least five (5) years and the supplier must have authorized service providers near the DOE Main Office and its Field Offices for technical and repair support.
g) During the warranty period, any machine/equipment that cannot be repaired within twenty-four (24) hours shall be immediately replaced with a service unit of similar or better specifications at no cost to the DOE.
h) After Sales Support:
   - Within the warranty period, the Supplier shall respond to and troubleshoot any report of issue/s involving the delivered ICT equipment within 24 hours from receipt of notice from the ITMS representative/s. If diagnosis must be conducted outside of DOE premises, the Supplier shall immediately provide the DOE with a temporary service unit to ensure uninterrupted operations. If, after 72 hours from receipt of notice, the issue remains unaddressed and the equipment is unserviceable, the Supplier shall replace the equipment with a new unit of the same technical specifications, brand, and model without any additional charge to the DOE.
i) Penalty Clause:
   - Failure to meet the agreed service levels without valid justification shall result in a penalty of one-tenth of one percent (0.1%) of the total Contract Price for each day of delay beyond the 24-hour response window, and/or failure to provide a service unit for any defective unit undergoing repair within one (1) day. This penalty shall be automatically deducted from the five percent (5%) warranty retention money. If the total deduction exceeds five percent (5%) warranty retention money, the Department of Energy (DOE) reserves the right to recommend the suspension of the Supplier from participating in DOE bidding activities for one (1) year.

VI. TERMS OF PAYMENT

The payment shall be processed within 30 days upon submission of the required documents, subject to 5% retention fee as a warranty.

VII. DELIVERY SCHEDULE

The delivery shall be within 90 days upon receipt of the Notice to Proceed.

Special Conditions of Contract

GCC Clause	
1	**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.
	Packaging – Not applicable. **Transportation –** Not applicable **Intellectual Property Rights –** Not applicable.
2.2	*Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer Facility, within thirty (30) calendar days after receipt of billing. In case of accounts maintained in other banks, bank transfer fees shall be chargeable against the creditor's account.*
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 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

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***

Head of the Procuring Entity or Duly Authorized Representative

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

For the Bidder

Duly authorized to sign the Contract for and behalf of *[Bidders Name]*:

[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 _____