



**DEPARTMENT OF ENERGY**

(Kagawaran ng Enerhiya)

**Procurement Management Division**

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

Global City, Taguig City, Philippines 1632

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**BIDDING DOCUMENTS**

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**Development, Enhancement, and Maintenance, of various Web-based  
Application Systems under the National Energy Efficiency &  
Conservation Database (NEECD)**

(Purchase Request No. 02-0151-2023-05-0226)

**6<sup>th</sup> Edition  
July 2020**

## ***Section I. Invitation to Bid***



**DEVELOPMENT, ENHANCEMENT, AND MAINTENANCE, OF VARIOUS WEB-BASED APPLICATION SYSTEMS UNDER THE NATIONAL ENERGY EFFICIENCY & CONSERVATION DATABASE (NEECD)**

1. The **Department of Energy (DOE)** is undertaking this procurement for the Development, Enhancement, and Maintenance, of various Web-based Application Systems under the National Energy Efficiency & Conservation Database (NEECD), intends to apply the sum of Php25,000,000.00 that will be sourced from the GAA with an Approved Budget for the Contract (ABC) to payments for the contract under Purchase Request No. 02-0151-2023-05-0226. Bids received in excess of the ABC shall be automatically rejected at bid opening:
  2. The DOE now invites bids for Development, Enhancement, and Maintenance, of various Web-based Application Systems under the National Energy Efficiency & Conservation Database (NEECD). Delivery of the Goods and Services is required **One Hundred Twenty (120) calendar days** upon receipt of Notice to Proceed. Bidders should have completed, **within five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
  3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
- Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.
4. **The DOE is implementing an Alternative Work Arrangement setting the working day of DOE from Mondays to Thursdays** and interested bidders may obtain further information from *Department of Energy – Procurement Management Division* and inspect the Bidding Documents at the address given below during office hours from Mondays to Thursdays 8:00am to 4:00pm.

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

The DOE also accepts payment for the bid documents through bank payment (Landbank of the Philippines):

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

Copy of the payment receipt must be emailed to:

**Jaymee Joy A. Deogracias:**

[bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@doe.gov.ph)

For pre-bid conference purposes, the bid documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity. The bidder shall pay the Bidding Documents not later than the submission of their bids.

Bidders are encouraged to download a copy of the Bid Documents for pre-bid conference purposes instead of physically securing a hard copy at the DOE-BAC Secretariat office.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **05 July 2023** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 in the amount of **Php25,000.00**.

The Department of Energy will hold a Pre-Bid Conference on **13 July 2023** which **will start at 09:00 AM** at the DOE – **Audio Visual Room** DOE BAC Main Office.

If the Bidder has constraints, they have the option to attend the Prebid thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through [bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@doe.gov.ph) on or before **12 June 2023**:

1. Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details;
  2. Active email addresses where the invitation/link will be sent; and
  3. Indicate the item/s the company would like to participate.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **9:00 AM of 27 July 2023** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or before **9:00 AM of 27 July 2023**. Online submission is not yet available. Late bids shall not be accepted.

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

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be on **10:00 AM of 27 July 2023**, DOE – Audio Visual Room, DOE-Main Building. Bidder's authorized representative, as stated in the bid submission, is required to attend the Bid Opening at the DOE AVR. Bids will be opened in the presence of the bidders' representatives.

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

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

If the Bidder has constraints, they have the options to attend the Opening of Bids thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through [bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@doe.gov.ph) on or before **26 July 2023**.

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

Official communication or notification shall be sent through the official email provided by the suppliers and are considered official and duly received by the supplier even without confirmation of such receipt.

9. The Department of Energy (DOE) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

**Jaymee Joy A. Deogracias**

Procurement Management Division

3F DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: [bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph)

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

Website: [www.doe.gov.ph](http://www.doe.gov.ph)

**(SGD)**

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**Usec. Giovanni Carlo J. Bacordo**

Chairperson

Bids and Awards Committee

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, Department of Energy wishes to receive Bids Development, Enhancement, and Maintenance, of various Web-based Application Systems under the National Energy Efficiency & Conservation Database (NEECD), under Purchase Request No. 02-0151-2023-05-0226.

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for GAA **FY2023** in the amount of Php25,000,000.00

### **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules, and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

### **5. Eligible Bidders**

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC **or at**

**least two (2) contract similar to the Project with an aggregate value of least fifty percent (50%) of the ABC, provided the largest of these similar contracts must be equivalent to at least 25% of the ABC. .**

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

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

## **8. Pre-Bid Conference**

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

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within five (5) years** prior to the deadline for the submission and receipt of bids.

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



## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

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

## **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid

evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in: Philippine Pesos

#### **14. Bid Security**

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

14.2. The Bid and bid security shall be valid 16 **November 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### **15. Sealing and Marking of Bids**

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

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

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

#### **16. Deadline for Submission of Bids**

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

#### **17. Opening and Preliminary Examination of Bids**

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

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

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

## **Section III. Bid Data Sheet**

### **Bid Data Sheet**

<b>ITB Clause</b>	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Similar contract related to development, enhancement, or maintenance of ICT Web-based Application Systems.</li> <li>b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids</li> </ul>
7.1	Subcontracting no allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – <b>Department of Energy, Taguig City</b> , or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. Not less than <b>Php500,000.00</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. Not less than <b>Php1,250,000.00</b> if bid security is in Surety Bond.</li> </ul>
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	No further Instructions

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: <b>Dir. Patrick T. Aquino, CESO III, EUMB</b></p> <p><b>Delivery and Documents</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at DOE Main Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><b>Packaging</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration,</p>

	<p>where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p><b>Transportation</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged, and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p>
C	<p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

2.2	<p>The terms of payment shall be as follows:</p> <p>As per schedule indicated in the TOR which will be paid upon completion of all deliverables and issuance of end-user's acceptance certificate and submission of complete documents. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing, and accounting procedures.</p> <p>10% retention shall be deducted for every progress billing.</p> <p><b>2% of the total contract cost shall be retain as warranty which will released upon completion of the warranty period.</b></p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	No further instructions

## ***Section VI. Schedule of Requirements***

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

Item no.	Item	QTY/ Unit	Delivery Date
1	Development, Enhancement, and Maintenance, of various Web-based Application Systems under the National Energy Efficiency & Conservation Database (NEECD),	1 Lot	One Hundred Twenty (120) calendar days upon receipt of Notice to Proceed

## **Section VII. Technical Specifications/ Terms of Reference**

Terms of Reference/Specifications					Bidder's Compliance
Development, Enhancement, and Maintenance, of various Web-based Application Systems under the National Energy Efficiency & Conservation Database (NEECD) Approved Budget Cost: PhP 25,000,000.00 Quantity: 1 Lot					
<b>TERMS OF REFERENCE</b> <b>1. BACKGROUND</b>  1.1 Under Section 5c of RA 11285, also known as the Energy Efficiency and Conservation (EE&C) Act, the DOE has been authorized to develop and maintain the National Energy Efficiency and Conservation Database to ensure efficient evaluation, analysis, and dissemination of data and information for the enforcement, planning, and policy-making purposes.  1.2The following systems are for Development, Enhancement, and Maintenance under the National Energy Efficiency & Conservation Database (NEECD):					
No.	Name of the Information System	Description	Information System Acronym	Required Services	
1	National Energy Efficiency and Conservation Database (NEECD) System Portal	NEECD System Portal will be the main web portal for the consolidated information on EE&C, gathered from the various Systems of EUMB	NEECD Portal	Development	
2	Government Energy Management Program System	GEMP System caters to the submission of the following requirements of GEMP Designation of an Energy Efficiency and Conservation Officer and Focal Person, the Submission of Electricity and Fuel Consumption	GEMP System	Enhancement and Maintenance	

			Reports, and the Submission of Inventory Reports			
3	Philippine Energy Labeling Program System	PELP system is an online registration platform for the processing of applications, approvals, and other related services in the implementation of PELP that would provide the real-time request and monitoring of the status of applications, real-time upgrading of the database, and calculation of approximate energy savings of products	PELP System	Enhancement and Maintenance		
4	Designated Establishment Online Submission System	The DEOS System assists Designated Establishments (DEs), energy-intensive entities in the Commercial, Industrial, and Transport (CIT) Sectors, with the compliance of their reportorial obligations to the DOE pursuant to MC2020-05-0001 and its subsequent advisories.	DEOS System	Enhancement and Maintenance		
5	Energy Efficiency Practitioners Online Registration System	The EPOR System handles all applications for the certification of Energy Auditors (EA), Energy Conservation Officers (ECO), and Energy Managers (EM).	EPOR System	Enhancement and Maintenance		
6	Energy Efficiency Project Endorsement for Fiscal Incentives Application System	The EFIA System handles all applications for the endorsement of energy efficiency projects to the Board of	EFIA System	Enhancement and Maintenance		

		Investments (BOI) for Fiscal Incentives and their compliance with the ongoing responsibilities of an endorsed project, such as monthly reports.		
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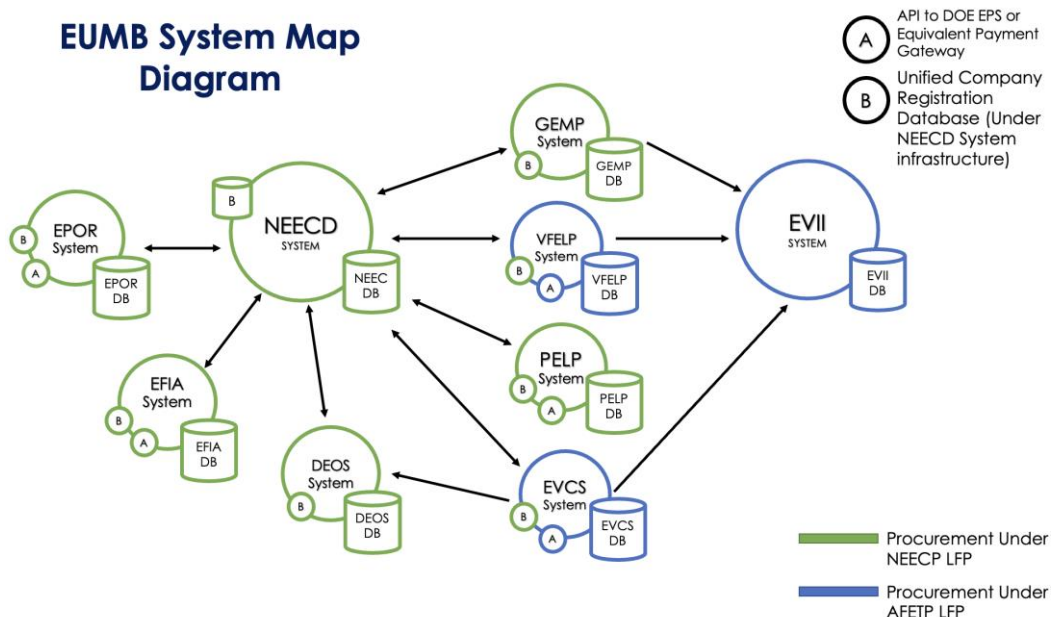
## 2. OBJECTIVE

2.1.To develop/enhance the above-mentioned web-based application systems and other functionalities based on the scope of work.

2.2.To maintain and manage the abovementioned web-based application systems, including but not limited to its cloud server infrastructures, backup cloud server management, on-premises back-up server management, System and database updating and upgrading, database cleansing, updating security protocols, and other necessary system requirements for its continuous operation

2.3.To ensure reliable and uninterrupted operation of the various systems under the NEECD.

2.4.To interconnect, consolidate, and organize each data set outputs of PELP, GEMP, DEOS, EPOR, and EFIA System to the NEECD System Portal as shown in Figure no 1



**Figure 1: EUMB System Map Diagram**

### 3. SCOPE OF WORK

The Service Provider (SP), being knowledgeable in web designing, computer programming, and systems software development, is required to provide services for the Development, Enhancement, and Maintenance of various Web-based Application Systems under the National Energy Efficiency & Conservation Database (NEECD) which address/contain the following Scope of Works (SW):

#### 3.1. Diagnostic, Conceptualization, and Project Implementation

No.	Activity	Particulars
1	Conduct of Inception Workshop	<p>The SP shall conduct an Inception Workshop with the End-User (EU) to discuss and coordinate the specific requirements for each Web-based Application System and other necessary details.</p> <p>The Inception Report should cover the minimum items in Annex A - Report Guidelines.</p>
2	Submission of Inception Report	<p>The SP shall provide an Inception Report containing the work plan including, among others, the layout and installation for the required end-to-end optic fiber connection or 5G wireless connections equivalent, and other details for the implementation of the project to be approved by the EU.</p> <p>The Inception report shall contain the necessary workforce composed of a dedicated team of programmers and solutions architects to coordinate with the end user to ensure real project accomplishment and avoid implementation delays. The detailed required workforce is stated in the Service Provider Qualification section 4.2.</p> <p>The Diagnostic, Conceptualization, and Project Implementation for the various systems under the TOR shall be in accordance with the specification requirements under Annex B.</p>
3	Provision of a technical expert on ISO 27001(2022) - Information Security Management Systems	<p>The SP shall provide at least one (1) technical expert that will help the NEECD System administrators, ITMS, and DOE, in general, to develop policies, reports, and manuals on the implementation of standards in information and cyber security, which will provide a comprehensive set of controls based on best practice in information security. This may also include the provision for necessary documentation for ISO 27001 (2022) certification process.</p>

#### 3.2 Maintenance Services for the various Web-based Application Systems under the NEECD:



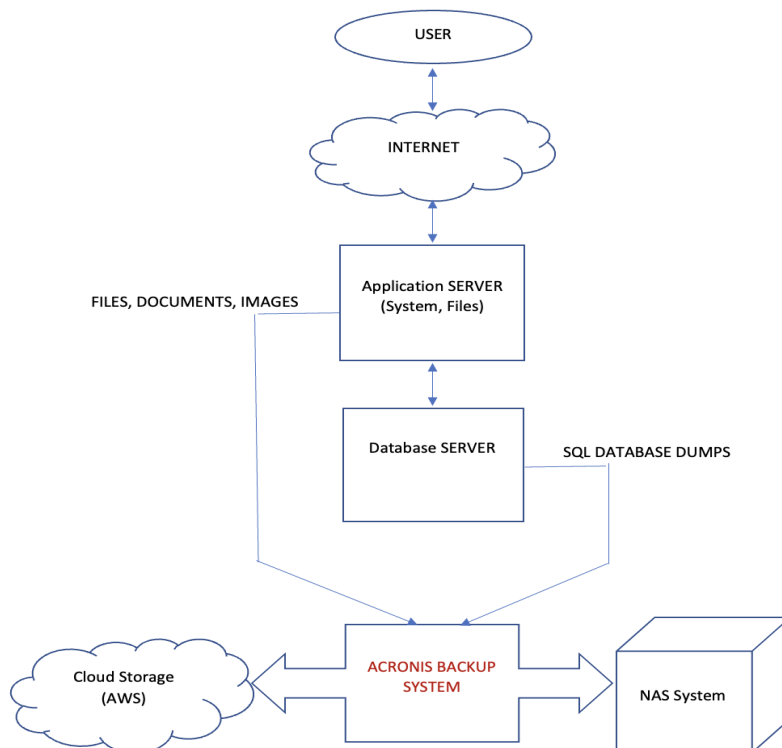
No.	Activity	Particulars
1	Maintenance Work Plan	The SP shall layout, design, and submit the maintenance activity schedule/plan for the whole duration of the project, including the technical support service period.
2	System and Server maintenance	To ensure optimal performance, the SP shall regularly check the systems and cloud server health of the various Web-based Application Systems, including system updates, security patches, and other necessary upgrades during the project implementation and technical support period. (8 months of technical support on top of the 4 months of the project implementation period, 12 months in total)
2	Backup and Disaster Recovery	The SP shall Create and maintain regular backups of the various Web-based Application Systems' data and implement disaster recovery measures in case of server failure or data loss.
3	Monitoring and Performance Optimization	The SP shall regularly monitor the Web-based Application Systems' performance, identify, and fix any issues, and optimize the system application's performance to ensure smooth and fast operation.
4	Security	The SP shall Ensure the various Web-based Application Systems are secure from unauthorized access, implementing security measures such as firewalls, intrusion detection, and prevention systems.
5	Troubleshooting	The SP shall troubleshoot any issues with the web-based applications, including server or application issues, and provide quick resolution.
6	User Support	The SP shall provide end-user support and respond to inquiries or issues related to web-based applications in accordance to Annex C - Incident Management for observed/notified Application issues.
7	Continuous Improvement	The SP shall suggest and implement improvements to the web-based applications, including new features, enhancements, and optimizations.
8	Submission of Maintenance Report	The SP shall submit a maintenance report every month or immediately after the occurrence of an extra ordinary event such as such as but not limited to cyber-attack, outages (whether cause by

			human interventions or otherwise), and other similar events.		
			The Maintenance Report should cover the minimum items in Annex A - Report Guidelines.		
9	Minimum Server and Software Specification Requirements	<p><i>Cloud (Virtual) Server Minimum Requirements:</i></p> <p><u>AWS Cloud Server for NEECD System (Application)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 300 GB (expandable as the need arises within the contract duration)</p> <p><u>AWS Cloud Server for NEECD (Database)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 100 GB (expandable as the need arises within the contract duration)</p> <p><u>AWS Cloud Server for PELP System (Application)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 300 GB (expandable as the need arises within the contract duration)</p> <p><u>AWS Cloud Server for PELP (Database)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 100 GB (expandable as the need arises within the contract duration)</p> <p><u>AWS Cloud Server for GEMP System (Application)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 300 GB</p> <p><u>AWS Cloud Server for GEMP (Database)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 100 GB (expandable as the need arises within the contract duration)</p>			

		<p><u>AWS Cloud Server for DEOS System (Application)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 300 GB</p> <p><u>AWS Cloud Server for DEOS (Database)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 100 GB (expandable as the need arises within the contract duration)</p> <p><u>AWS Cloud Server for EPOR System (Application)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 300 GB</p> <p><u>AWS Cloud Server for EPOR (Database)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 100 GB (expandable as the need arises within the contract duration)</p> <p><u>AWS Cloud Server for EFIA System (Application)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 300 GB</p> <p><u>AWS Cloud Server for EFIA (Database)</u>  OS platform: Linux/Unix  CPU: 4-Core CPUs  RAM: 8GB memory  Storage: 100 GB (expandable as the need arises within the contract duration)</p> <p><i>Software Subscription Requirements (for 12 months)</i></p> <ol style="list-style-type: none"> <li>1. Google Map API (3 licenses)</li> <li>2. SMS two factor authentication (6 licenses)</li> <li>3. IONCube or equivalent (1 license)</li> <li>4. PDF creator (6 licenses)</li> <li>5. Google Account for Email API (Email for each system)</li> <li>6. BI online software (6 licenses)</li> <li>7. Trendmicro security for cloud server (6 licenses)</li> </ol>	
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		<p>8. Acronis Backup Solution (6 licenses)</p> <p>9. 1 TB AWS Cloud Storage (3 licenses)</p>	
		<p>On-Premise Back-up Cold Storage Upgrade</p> <p>Network Attached Storage (NAS): At least 6 bay (Hot Swapable)</p> <p>Storage Drives: 6 units of 1 TB Hard Drive</p>	
		<p>The End-user, in coordination with the SP and DOE-ITMS, may recommend additional or higher specifications such as expansion of virtual and on-premise storage, virtual server computing specifications and necessary subscription expansion, among others needed to achieve optimal system performance.</p>	
		<p>Refer to Figure 2 for the current back-up system for GEMP, PELP, EPOR and EFIA Systems</p>	

CURRENT BACKUP SYSTEM



**Figure 2: Current back-up system for GEMP, PELP, EPOR and EFIA Systems**

### 3.3 System Architecture and Framework Design, Development, Enhancement, and updating of Security Features of the NEECD System

No.	Activity	Particular
1	Design, development, and enhancement of additional modules, payment gateways, and security features based on the requirements of the various systems stated in Annex B: System Process Flow, Framework, and Requirements.	The SP shall design, analyze, and develop additional modules with interactive features, computation algorithms, customizable visualizations, and other features as each System needs. These will enable users to monitor energy consumption, analyze data and streamline processes.
		The SP shall design and produce accurate mock-up models of the enhanced or developed web-based application system before the actual development to ensure accurate and timely project execution.
		The SP shall develop, maintain, and facilitate payment gateways for all modules within the NEECD systems with Payment features in accordance with RA 111271 - An Act Providing for The Regulation and Supervision of Payment Systems and other regulatory issuances of Banko Sentral ng Pilipinas (BSP), with coordination to the DOE Administrative Services - Treasury Division (ASTD), Financial Services - Accounting Division (FSAD), DOE Information Technology Management Services (ITMS) and any Issuances and regulations from the Department of Information and Communication Technology (DICT).
		The SP shall provide and install security measures such as Secure Socket Layer (SSL) Certificate, DDoS Attack Prevention System, Captcha System, One-Time-Pin (OTP) security system, and other data privacy security measures aligned with the DOE Data Privacy Compliance.
2	Conduct and facilitate workshops and meetings within metro manila for each web-based application system development and enhancement.	The SP shall submit minutes of the meeting on each workshop conducted.
		The SP shall provide necessary tools and equipment during the workshops on the development of various systems for 40 DOE participants.

3	Submit System Requirement and Design Specification (SRDS) Report	The SP shall submit the SRDS Report, which outlines the technical requirements and design specifications for the various web-based application systems. The report should provide a comprehensive overview of the system's functional and non-functional requirements, as well as its architectural design and technical specifications.
		The SRDS Report should cover the minimum items in Annex A - Report Guidelines.

### 3.4 Delivery, Installation, Testing, and Deployment of the developed and updated various systems under NEECD

No.	Activity	Particulars
1	Conduct a series of testing for various enhanced and developed systems based on the requirements in Annex B.	The SP shall accommodate changes and iterations based on the EU comments during this project phase using agile software development methodology.
		Conduct Vulnerability Assessment & Penetration Testing (VAPT) by a certified 3 <sup>rd</sup> party service provider which is not affiliated with the SP.

### 3.5 User Training and Acceptance

No.	Activity	Particulars
1	Conduct User Trainings for the enhanced and developed systems	The SP shall provide and conduct at least three (3) in-depth training for at least 40 DOE participants. The SP shall shoulder the venue, meals, and training materials.
		The SP shall provide 10 units of Trainer Kit Devices for each Web-based Application System during the training and workshops for the development and enhancement of the various systems under this contract. The Training Kit Device must be able to handle simple and complex processes of the system, such as accessing the web-based application, issuing sets of actions, and recognizing and validating QR codes, among others. Please See Annex B for the specifications.
2	Submission of Web-based Application System Manuals and instructional AVP materials	The SP shall develop and submit procedural manuals on the various systems under the NEECD, including updated instructional AVPs for each

		system, subject to the approval of the EU.	
3	Submission of Terminal Report	<p>The SP shall submit a Terminal Report summarizing the project's findings, results, and recommendations. The report provides an overview of the project objectives, methodology, key outcomes, and any issues encountered during development.</p> <p>The SP shall include in the Terminal Report the After Sales Certification and other necessary documents for the 8 months of technical support.</p> <p>The Terminal Report should cover the minimum items in Annex A - Report Guidelines.</p> <p>Submission of all required documents: source code, documentation, and account credentials, among others.</p>	

#### 4. SERVICE PROVIDER QUALIFICATION

The Service Provider should have the following qualifications:

- 4.1. Should have a track record and experience of at least five (5) years relative to system development and management, Cloud computing services, data warehousing, and data science analytic services. In this regard, The SP shall submit a **very satisfactory rating** from previous engagements with the government (*preferably not from DOE*), civil society, or the private sector.
  - 4.1.1. With at least three (3) completed or ongoing contracts related to the management of a client-facing Government or Enterprise ICT System project.
  - 4.1.2. Should have prior experience in at least one (1) Government or Private payment gateway project.
- 4.2. Must present at least two systems/web-app of previous projects where the system is deployed in three (3) environments, namely: development, staging, and production environment. This is to ensure proper milestone and user-experience tracking.
- 4.3. Should submit the CV of the project team engaged. The following is the minimum composition of the Developer team:

One (1) – Project Director/Manager:

- Bachelor's degree in a relevant field (such as computer science, business administration, or project management)
- Three (3) years of experience in project management, including planning, execution, and delivery.
- Knowledge of project management methodologies such as Agile, Waterfall, and others (provide proficiency certifications).
- Familiarity with project management tools and software (provide proficiency certifications)

One (1)- Quality Assurance Analyst:

- Bachelor's degree in computer science, software engineering, or a related field
- Three (3) years of experience in software development life cycle (SDLC) and quality assurance principles, designing and executing test cases, identifying defects, reporting issues, and using automated testing tools (provide proficiency certifications).
- Must have a certification scheme in the field of software testing, such as the International Software Testing Qualifications Board (ISTQB) or equivalent.

Three (3) – Front-End Developer (UI/UX):

- Bachelor's degree in computer science, software engineering, or a related field
- Three (3) years of experience in front-end development languages, such as HTML, CSS, and JavaScript, developing responsive and user-friendly web interfaces, and experience in front-end frameworks and libraries such as React, Angular, Vue.js, and equivalent (provide proficiency certifications).

Three (3) – Back-End Developer:

- Bachelor's degree in computer science, software engineering, or a related field
- Three (3) years of experience in back-end development languages, such as Java, C#, Python, Ruby, or equivalent.
- Three (3) years of experience in designing and developing scalable and secure server-side applications, SQL queries, and knowledge of web frameworks such as Spring, Django, Ruby on Rails, or equivalent (provide proficiency certifications)



One (1) – Database Administrator:

- Bachelor's degree in computer science, information technology, or a related field
- Three (3) years of experience in database administration and management with knowledge of database management systems such as MySQL, Oracle, SQL Server, or equivalent (provide proficiency certifications).

One (1) – Solutions Architect/Developer:

- Bachelor's or master's degree in computer science, software engineering, or a related field
- Three (3) years of experience in designing and implementing complex software systems with a strong understanding of software architecture principles and patterns.

One (1) – ISO 27001 Technical Consultant:

- Bachelor's degree in information security, computer science, or a related field
- Certification in ISO 27001 or other relevant information security standards
- Three (3) years of experience in providing technical consulting services for ISO 27001 compliance with knowledge of information security risk assessment and management.

4.4. Must be able to adapt to any changes incurred from changes in government policies and directions.

4.5. Should have provided full service in terms of, but not limited to, system development and management, Cloud computing services, data science analytic services, and other ICT-related service capabilities.

## **5. PROJECT DURATION**

5.1. The SP must accomplish the items specified in the Scope of Work and Output Deliverables in accordance with this TOR within one hundred twenty calendar (120) days upon receive the Notice to Proceed (NTP) with the provision of eight (8) months for Technical and System Maintenance Support. The Department shall acknowledge project completion by submitting/approving the Project Completion Acknowledgement Form.

## 6. EXPECTED DELIVERABLES, TIMELINE, AND PAYMENT SCHEDULE

6.1. This Contract has an approved budget, sourced from the Locally-Funded Projects (LFP) Fund under Fund 151 of the National Energy Efficiency and Conservation Program (NEECP) with the following details:

No.	SCOPE OF WORKS	DELIVERABLES	Payment Schedule	Delivery Period
1	Diagnostic, Conceptualization, and Project Implementation	<ul style="list-style-type: none"> <li>• Conduct of Inception Workshop</li> <li>• Submission of Inception Report</li> <li>• Project Proposal Acceptance by the End-user</li> </ul>	10% of the contract Price	Seven calendar days (7) upon receipt of notice to proceed
2	Maintenance Services for the various Web-based Application Systems under the NEECD:	<ul style="list-style-type: none"> <li>• Maintenance Work Plan</li> <li>• System and Server maintenance</li> <li>• Backup and Disaster Recovery</li> <li>• Monitoring and Performance Optimization</li> <li>• Security</li> <li>• Troubleshooting</li> <li>• User Support</li> <li>• Continuous Improvement</li> <li>• Submission of Maintenance Report</li> <li>• Minimum Server and Software Specification Requirements</li> </ul>	40% of the contract Price	Eighty-four calendar days (84) upon receipt of notice to proceed
3	System Architecture and Framework Design for the Development, Enhancement, and updating of Security Features of the NEECD System	<ul style="list-style-type: none"> <li>• Design and develop system enhancement, expansion, additional modules, payment gateways, and security features based on the requirements of the various systems stated in the System Process Flow and Framework (Annex B).</li> <li>• Submit System Requirements and Design Specifications (SRDS) Report</li> </ul>		
4	Delivery, Installation Testing, and Deployment of the developed and updated NEECD System	<ul style="list-style-type: none"> <li>• Installation and conduct a series of testing for various enhanced and developed systems based on the requirements in Annex B.</li> </ul>	50% of the contract Price	One hundred twenty calendar days (120) upon receipt of notice to proceed

5	User Training	<ul style="list-style-type: none"> <li>Conduct User Training for the enhanced and developed systems (Free of Charge)</li> </ul>		
	User Acceptance	<ul style="list-style-type: none"> <li>Submission of Terminal Report</li> <li>Submission Manuals and instructional AVP materials</li> <li>Submission of all required documents: source code, documentation, and account credentials, among others.</li> </ul>		
Total			100% of the contract Price	

**Note:**

- Please refer to Annex D for the Timeline
- 10% will be deducted as retention for every progress billing
- A retention of 2% shall be deducted, refundable after the 8 -months of technical support period under Item 8.1.

6.2 The service provider shall issue an official billing statement for each progress billing. For Billing purposes, the service provider shall provide hard and electronic copies of the billing at each corresponding activity.

## **7. LIQUIDATED DAMAGES**

- 7.1. In the event that the service provider fails to meet the agreed-upon delivery schedule as specified in this contract, the client shall be entitled to liquidated damages as provided under the rules of RA 9184, its IRR and other related issuances.

## **8. RESPONSIBILITIES**

- 8.1. In addition to the responsibilities stated in the Bidding Documents:

The Service Provider shall:

- Coordinate with the End-user as required.
- Ensure timely delivery of outputs.
- Provide all necessary on equipment and manpower needed in the completion of the Project.
- Shoulder the cost of conducting training, excluding travel expenses and other costd associated with the completion of the Project.
- Undertake a Non-Disclosure Agreement for all Systems in line with the DOE Data Privacy Policy.
- Provide eight (8) months of maintenance and technical support after the four (4) months of the project

implementation period. The Technical support includes but is not limited to:

- Server Management of all systems stated in Annex B
- 24/7 support on System bug and error correction
- Support on Data migration
- Support on database switching to the on-premise backup system in case the cloud server fails.
- Other maintenance services to ensure optimal performance, the SP shall regularly check the systems and cloud server health of the various Web-based Application Systems, including system updates, security patches, and other necessary upgrades during the project implementation and technical support period (8 months of technical support after the 4 months of the project implementation period)
- Other technical consultations.

The End-user shall:

- a. Conduct briefings and/or call for a coordination meeting with the service provider from time to time.
- b. Oversee the overall management and direction of the development of the Project.
- c. Conduct briefings to the Project team on all EUMB-related programs and projects; and
- d. Determine the acceptability of the deliverables.

## **9. OWNERSHIP**

- 9.1. **ALL MATERIALS, TRAINING KIT DEVICES, EQUIPMENT, AND SOFTWARE SYSTEMS INCLUDING THE SOURCE CODES** developed and used under this contracted-out service delivery shall be owned by the DOE with all copyright and other intellectual property rights associated with the deliverables under the project.

## **10. TERMS**

- 10.1. Prices quoted shall be firm, irrevocable, and not subject to any change whatsoever, even due to the increased cost of components and fluctuations in foreign change rates and excise duties. This is a fixed price contract any additional cost is not allowed
- 10.2. Progress payments will be released only upon issuance of the Certificate of Acceptance from the End-user.
- 10.3. In reference to GPPB Resolution No. 30-2017, the service provider shall provide performance security to the DOE.

## 11. GENDER SENSITIVITY

The participatory role of women in every aspect of this project implementation is encouraged. The purpose of gender and development is to ensure that both men and women can participate in, and benefit from, the development in an equitable way. Likewise, the gender and development approach is focused on the socially constructed differences between men and women, the need to challenge existing gender roles and relations, and the creation and effects of class differences on development.

### **Annex A Report Guidelines**

#### 1. Inception Report minimum items.

Section	Particulars
Introduction	This section provides an overview of the project and its objectives. It also outlines the scope of the inception report and the methodology that will be used to gather information and analyze the data.
Background	This section provides context for the project by outlining any relevant background information. This may include information about the policy direction, the current system situation or problem that the project is designed to address, and any previous work that has been done on the project.
Project Description	This section provides a detailed project description, including its objectives, goals, and activities. It should also include information about the project team and any stakeholders/end-users involved.
Assessment of end-user and Stakeholder Needs	This section outlines the needs of end users and various stakeholders involved in the project. This may include information about the project's beneficiaries and any other groups or individuals affected by the project.
Risks and Assumptions	This section identifies any risks associated with the project and outlines the assumptions made in the design. This can help to identify potential challenges that may arise during project implementation.
Monitoring and Evaluation	This section outlines the monitoring and evaluation plan for the project. This may include information about the indicators that will be used to measure project progress and success and the methods used to collect and analyze data.
Implementation Plan and Timeline	This section outlines the plan for project implementation, including timelines, budgets, and responsibilities for each project team member.
Conclusion	This section summarizes the key findings of the inception report and provides recommendations for the next steps in the project planning process.

## 2. Maintenance Report minimum items

Section	Particulars
Overview	Start with an overview of the system, including its purpose and the services it provides.
Maintenance activities	Describe the maintenance activities performed, including any updates or upgrades to the system. Be sure to include the date and time of each activity.
Issues encountered	Describe any issues encountered during the maintenance process, including any errors or warnings that were encountered.
Resolution	Describe how each issue was resolved, including any system changes or additional actions taken.
Performance and stability	Evaluate the performance and stability of the system before and after maintenance. Include any metrics or data that can support your assessment.
Recommendations	Make recommendations for future maintenance activities, including any preventive maintenance that may be necessary to avoid issues in the future.
Conclusion	Summarize the report and provide any final thoughts or recommendations.

## 3. System Requirements and Design Specifications (SRDS) Report

Section	Particulars
Introduction	This section should provide an overview of the report's purpose and the software system being developed.
Requirements	This section should outline the functional and non-functional requirements for the software system. This may include details about the system's features, user interface design, performance, security, and other technical specifications.
Architecture	This section should describe the overall architecture and design of the software system. This may include details about the system's modules, interfaces, data storage, and other technical aspects.
System Design	This section should describe the system design, including the system's data flow, algorithms, and any relevant diagrams or flowcharts.
Implementation Plan	This section should outline the plan for implementing the software system, including details about the development process, testing, and deployment.
Risks and Mitigation Strategies	This section should identify any potential risks or challenges associated with the development and implementation of the software system and provide strategies for mitigating these risks.
Conclusion	This section should summarize the essential findings and outcomes of the report and highlight any critical takeaways or recommendations.

#### 4. Terminal Report

Section	Particulars
Introduction	This section should provide an overview of the purpose of the report and the project objectives.
Methodology	This section should describe the approach taken to develop the web-based application system. This may include details about the development tools and programming languages used and any testing or quality assurance processes employed.
Results	This section should provide a summary of the key outcomes of the project. This may include details about the web-based application system's functionality, any identified issues, and any improvements or enhancements made during the development process.
Recommendations	This section should outline any recommendations for future improvements or enhancements to the web-based application system. This may include suggestions for additional functionality, improved user interface design, or better performance and scalability.
Conclusion	This section should summarize the essential findings and outcomes of the project and highlight any critical takeaways or lessons learned.

#### ANNEX B: System Process Flow, Framework, and Requirements

All Web-based Application Systems under the NEECD shall be developed using Agile Software Development Methodology and the latest version of widely used Open-Source and/or proprietary technologies if necessary for testing, transitioning, and completion. The systems should also be developed using three (3) environments, namely: development, staging, and production environment. The systems should run on platforms like Google Chrome, Mozilla Firefox, Microsoft Edge, and other web browsers, including mobile platforms such as Android and iOS systems. Moreover, all systems should have a web-app mobile-friendly version for portability.

The SP shall provide five (5) dedicated End-to-end Fiber Optic Internet connections or 5G wireless connections equivalent for each Web-based Application System under the NEECD with the following minimum requirements:

- Minimum symmetrical speed of 600 Mbps per connection
- With dedicated Wi-Fi routers for each connection capable of servicing up to 100 users at the same time
- Wi-Fi 6 ready
- 12 months connection contract duration.

Trainer kits to be provided by the SP during the testing phase must be a device that can access and operate the systems, be able to scan and

generate QR codes, record pictures, and videos and surf the internet web, among others. The following are the minimum specifications of the trainer kits:

*5 trainer kits per system for the System Access, Operation, Control, and Report Generation*

Processor: 12 CPU cores, 19 GPU cores or equivalent,

Memory: 16 GB DDR 4 or higher

Storage: 512 GB M.2 NVMe SSD

Ports: USB Type-C, SDXC card slot, headphone jack

Connectivity: Standard latest version of Bluetooth and Wi-Fi

Operating System: the latest version of Windows or Mac OS

Display: 14-inch

*5 trainer kits per system for Systems Quick Access and Monitoring, QR code scanning and validating, and Data Analytics Generator*

Processor: 8 CPU core 1.8GHz - 3.19 GHz, 800 Mhz GPU core

Memory: 12 GB DDR 4 or higher

Storage: 512 GB

Ports: USB Type-C

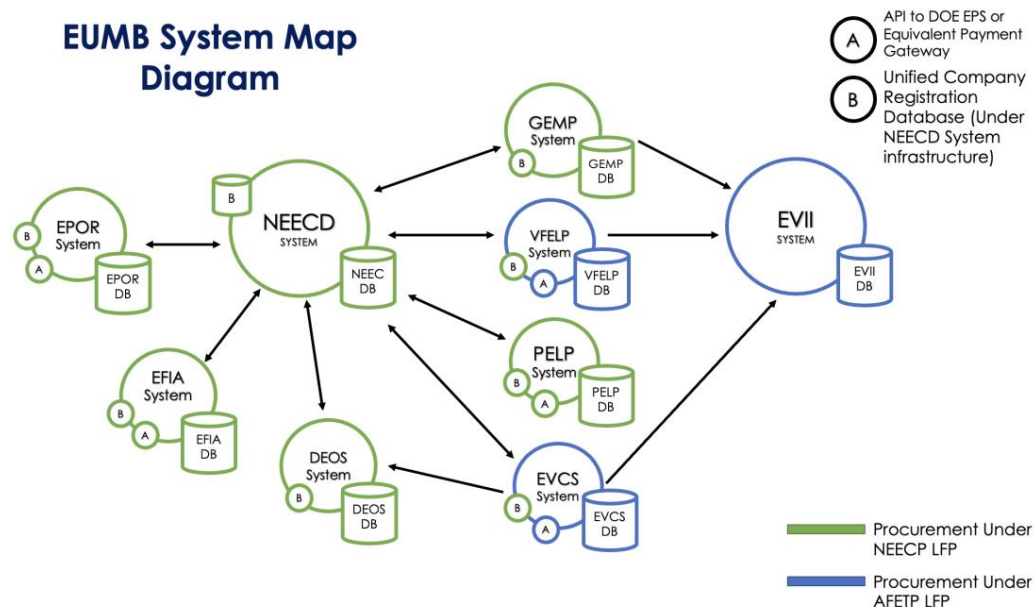
Camera: 50 MP, 2160 p

Display: 11-inch, 1,800 x 2,880 pixels

## NEECD Various System Process Flows:

### 1. Web-based Application for Development

#### *a. Development of the NEECD Web Dashboard*



**Figure 1: EUMB System Map Diagram**



The SP shall consolidate and organize outputs/data from different web-based application systems under NEECD and visualize/present them to the NEECD Web Dashboard, as shown in Figure 1.

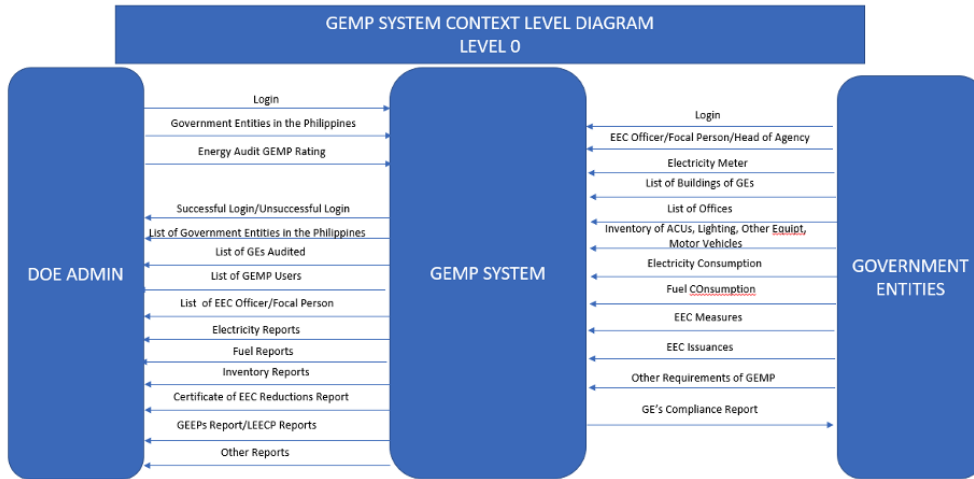
The NEECD Web Dashboard shall introduce features such as but not limited to:

- Interactive Data Visualization
- Data Filtering
- Data Analytics and Algorithms based on the EU requirements
- Interoperability with other EUMB and DOE Systems
- Account system
  - DOE internal users: This will enable additional access to other sensitive information, such as payment monitoring, and summary of entity names, among others that covered under the DOE Privacy Policy
  - Public User: Can access public data such as the list of registered PELP-compliant products, the list of accredited ESCO, and other EE Practitioners, among others.
- Comprehensive Report Generation
- Separate Database for all processed data (on Cloud Server and on-premise backup server)
- Dedicated EE&C Unified Company Registration Database for the entities from all systems
  - All registered companies shall have a unique Company ID Reference Number
  - All systems may access and update the company profile
- Announcement Page
- Hyperlink to different NEECD Systems
- Application Program Interface (API) provision to other DOE systems
- “Add PELP Product” module under the Admin Settings to create additional products available at the product registration module.
- Other functionalities that may be discussed during the inception phase

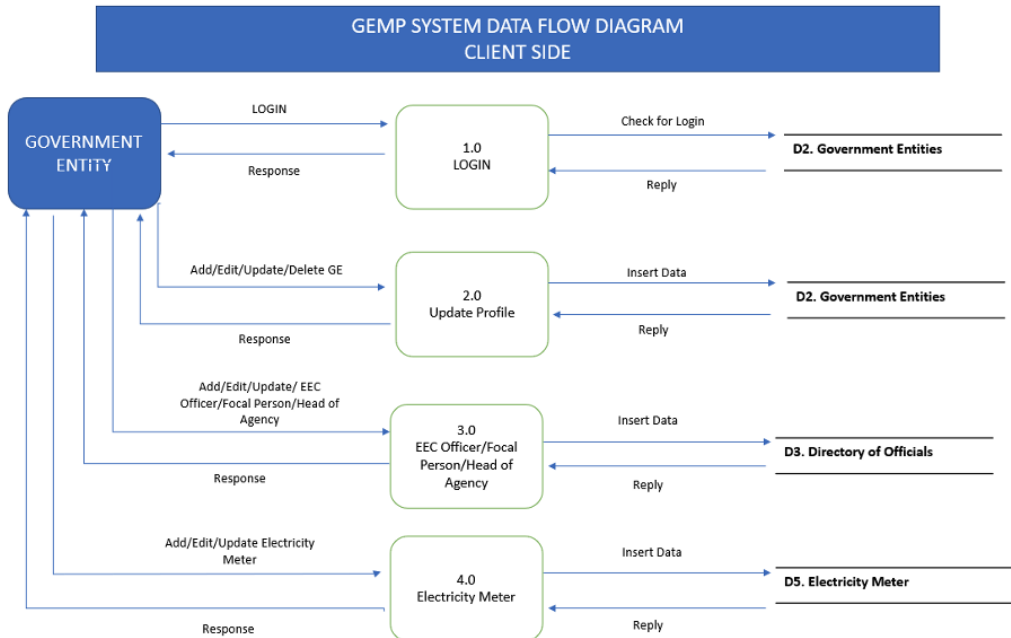
## **2. Web-based Application for Enhancement and Expansion**

- a. Government Energy Management Program (GEMP) System

## GEMP SYSTEM CONTEXT LEVEL DIAGRAM

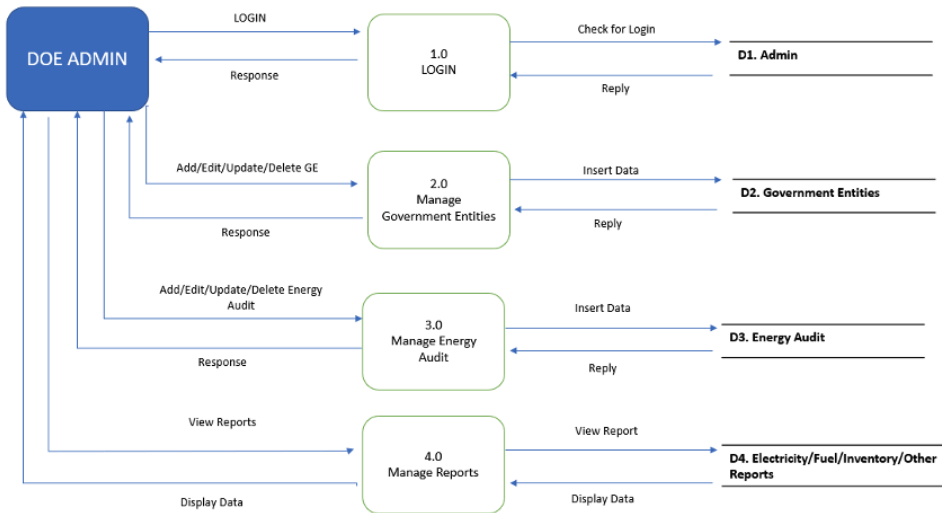


## GEMP SYSTEM DATA FLOW DIAGRAM CLIENT SIDE

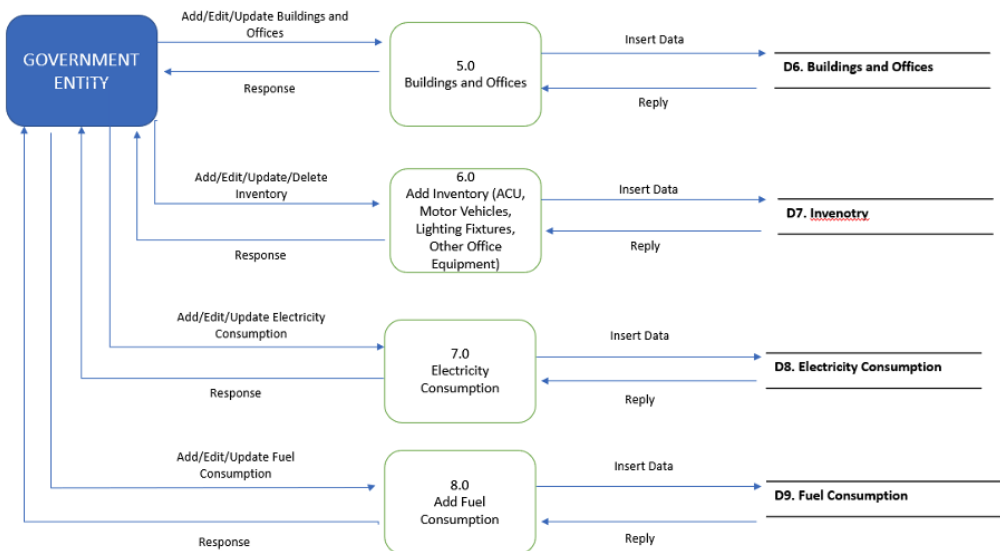


## GEMP SYSTEM DATA FLOW DIAGRAM ADMIN SIDE

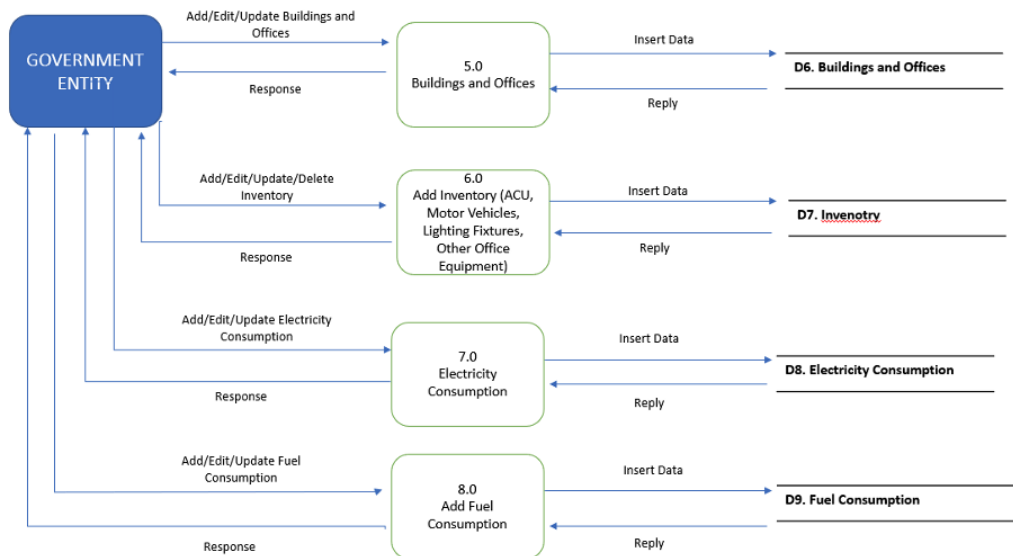
### GEMP SYSTEM DATA FLOW DIAGRAM ADMIN SIDE



### GEMP SYSTEM DATA FLOW DIAGRAM CLIENT SIDE



### GEMP SYSTEM DATA FLOW DIAGRAM CLIENT SIDE



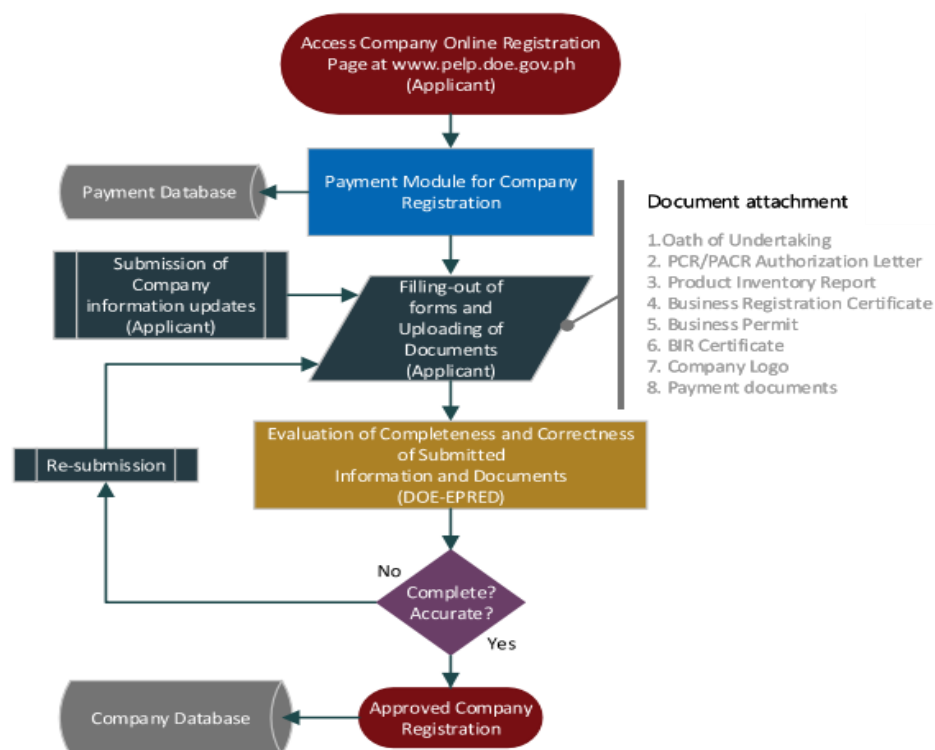
#### b. Philippine Energy Labeling Program (PELP) System

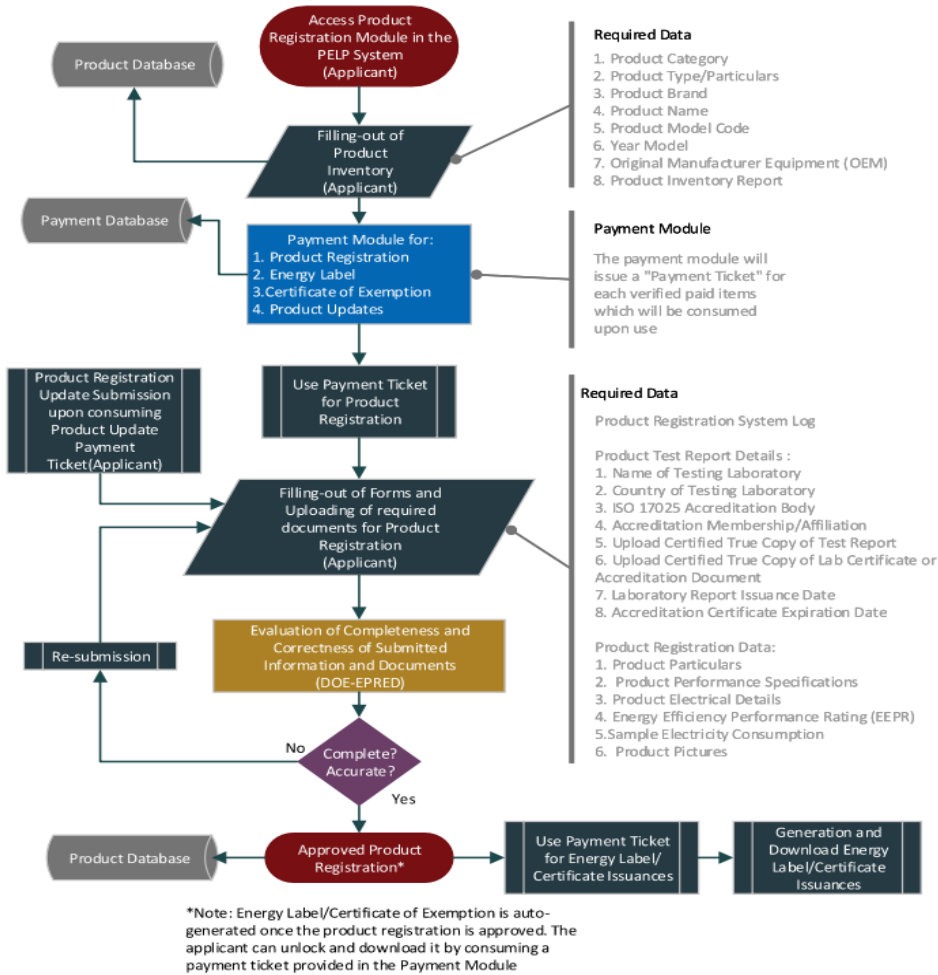
- Company Registration Module
  - Enhancement of General User Interface (GUI)
  - Integration of Geographical Information System (GIS) feature on each registered location
- Product Registration Module
  - Enhancement of GUI
  - Updated Product Inventory data gathering module
  - Updated Integration of Energy Label and Certificate of exemption module
- Development of an Electricity Price Database
  - A database of various electricity prices per Municipality/Region to be used in computing sample electricity price
- QR Code Scanning Feature
  - Integration of the Geographical Information System (GIS) feature on the Product Page
    - This feature will let the system identify where the Energy label is scanned via the QR code and provide the accurate price per kWh in the sample electricity computation.
- Payment Module
  - Updated process flow of the payment module
  - Updated integration of online payment gateways
- Recognized Testing Laboratory (RTL) Registration Module

- Enhancement of GUI
- Acknowledgment to Tag Samples (ATS) Module
  - Updated integration module with RTL
- PELP Report Generation Module
  - Updated Report template with enhanced visualization
- General enhancements to the overall User Interface experience
- Other specific enhancements on the modules that EPRED provided during meetings.

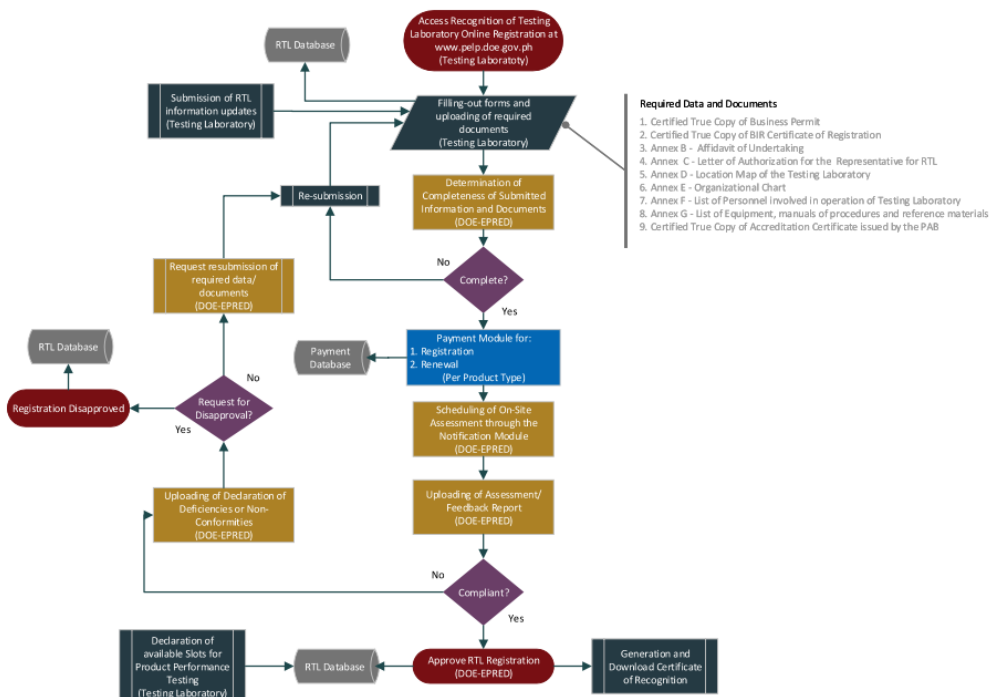
#### PELP System Process Flow:

- Company Registration
- Product Registration
- Energy Label / Certificate Issuance

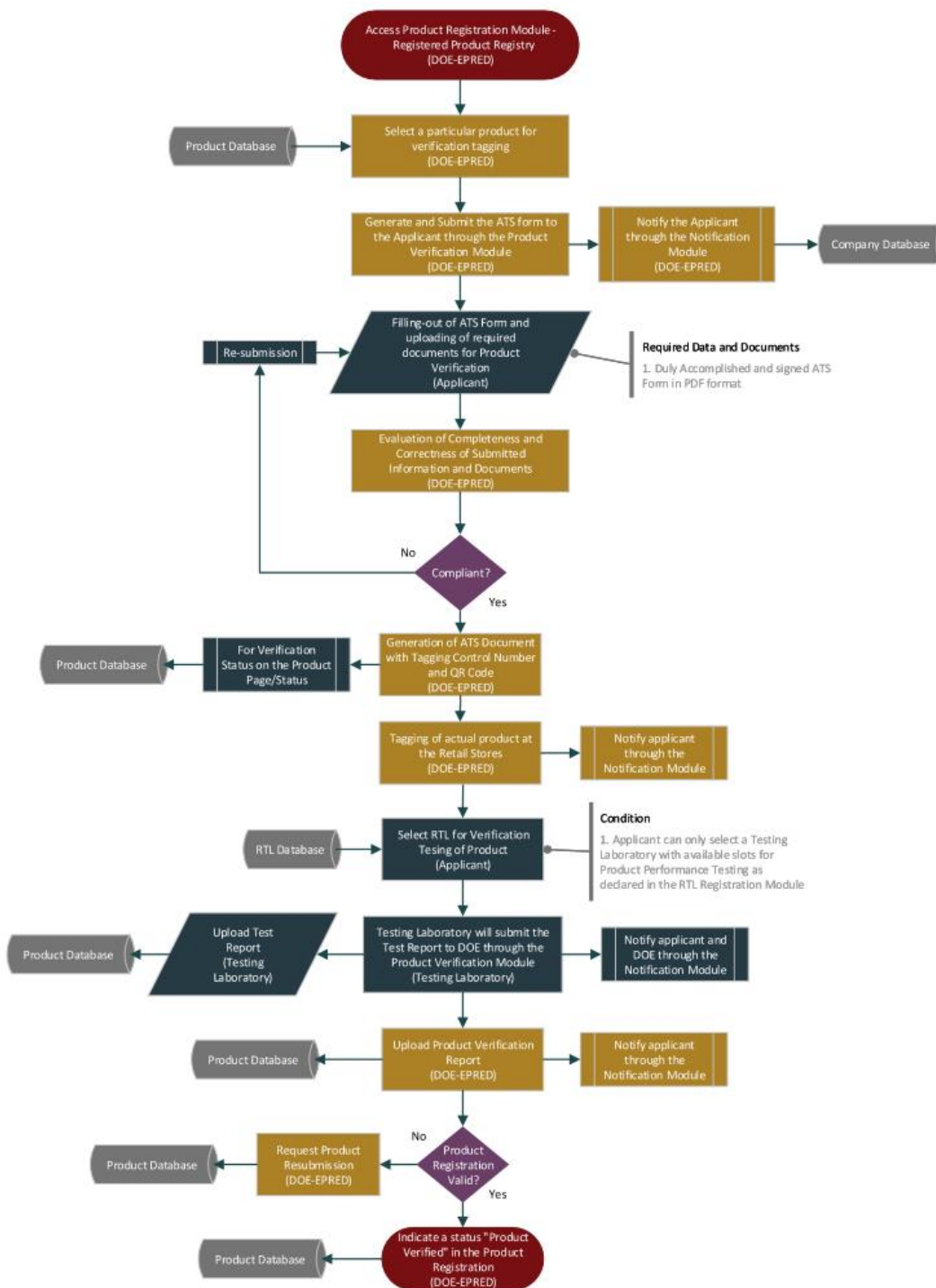




- Recognition of Testing Laboratory (RTL) Module



- Acknowledgment to Tag Sample (ATS) Module



### c. Energy Efficiency Practitioners Online Registration System

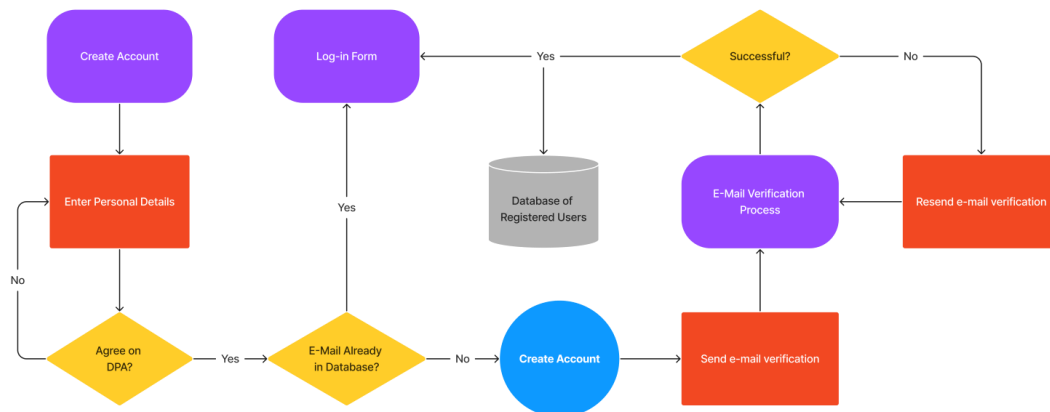
- Addressing the previously determined bugs including user and admin interface issues.
- Enhancement of systems' user and admin interface.
- Enhancement of administrators' functions and reinforcement of authority.
- Incorporation of data analytics and data visualization for the public consumption and on the admin side.
- Integration of necessary data security provisions.

- Integration of application status notification through email and SMS.
- Integration of Customer Care in the System.
- Spatial analysis of applications and registered users/projects.
- Other admin and user function as determined during the inception meeting

Process Flow:

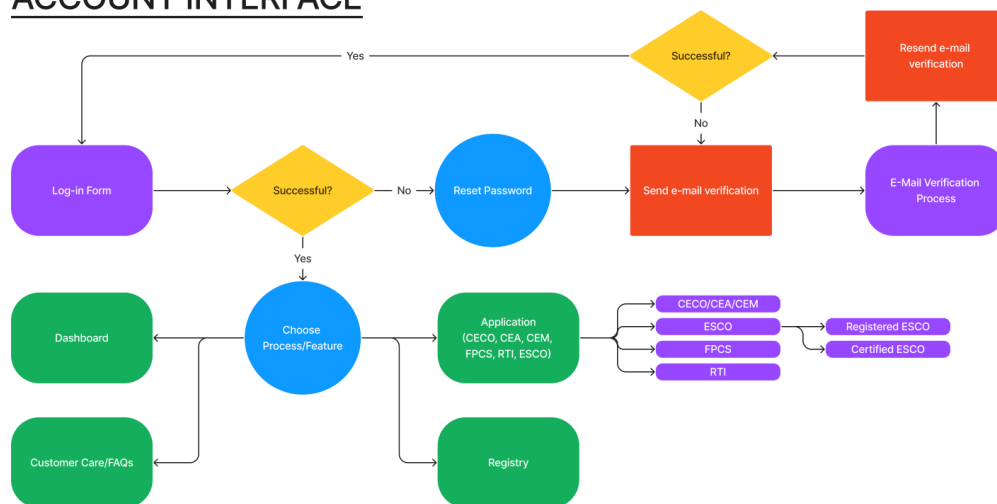
## EE PRACTITIONER ONLINE REGISTRATION SYSTEM

### ACCOUNT CREATION



## EE PRACTITIONER ONLINE REGISTRATION SYSTEM

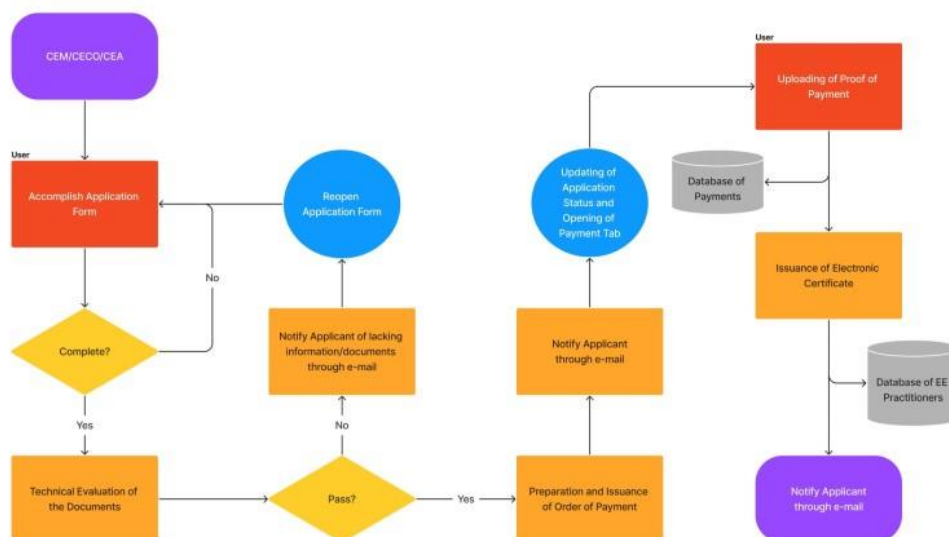
### ACCOUNT INTERFACE





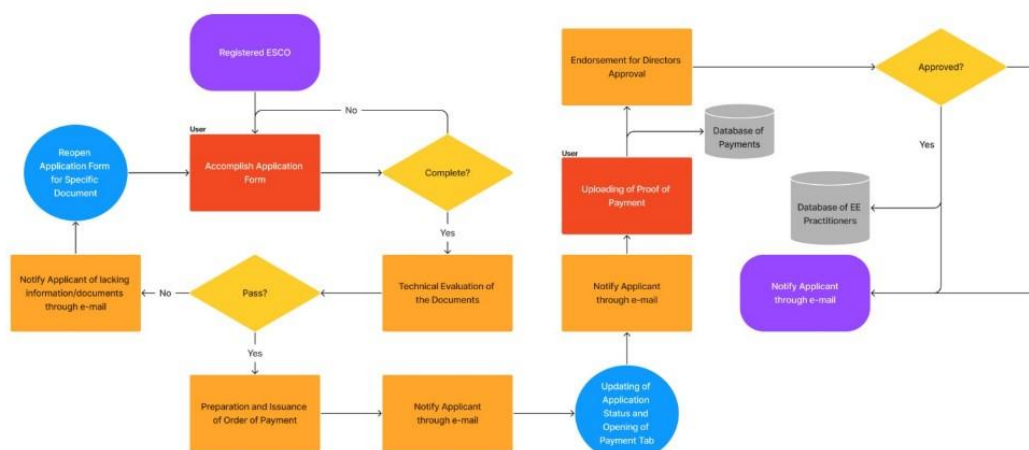
## CEM/CECO/CE A PRACTITIONER ONLINE REGISTRATION SYSTEM

### CEM/CECO/CEA APPLICATION



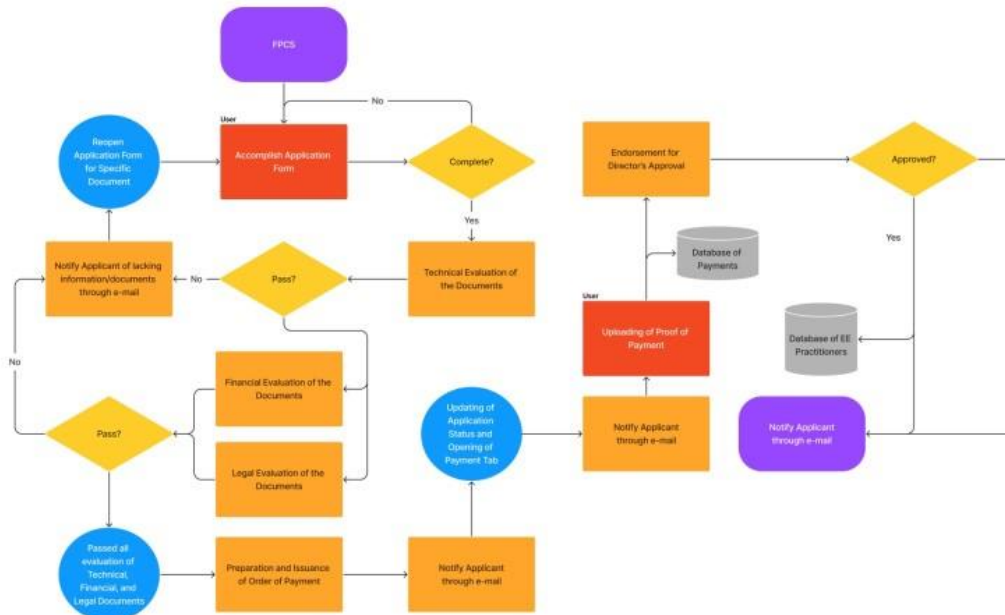
## REGISTERED ESCO ONLINE REGISTRATION SYSTEM

### REGISTERED ESCO APPLICATION



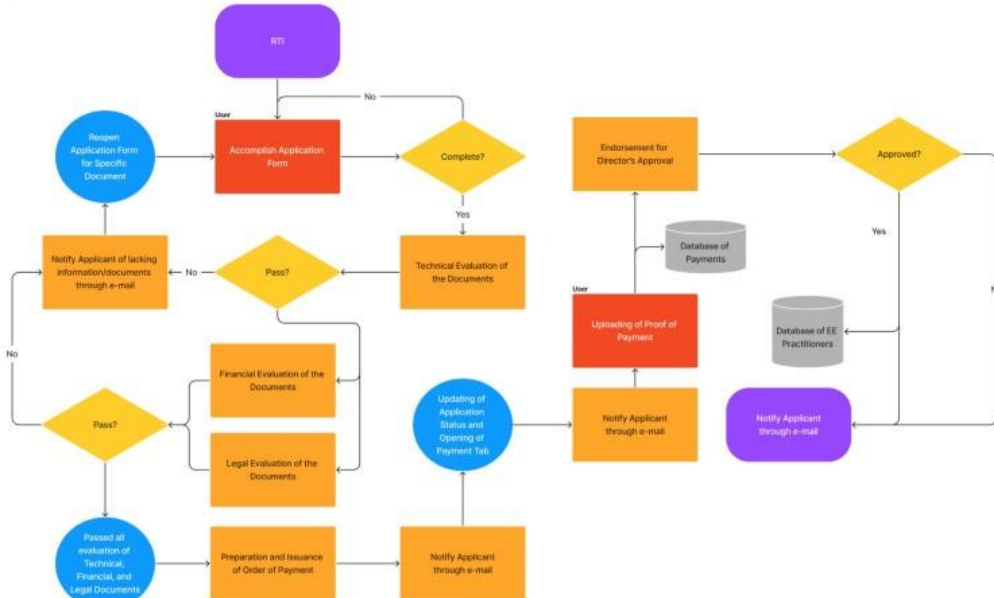
## CEA FPCS ONLINE REGISTRATION SYSTEM

### FPCS APPLICATION



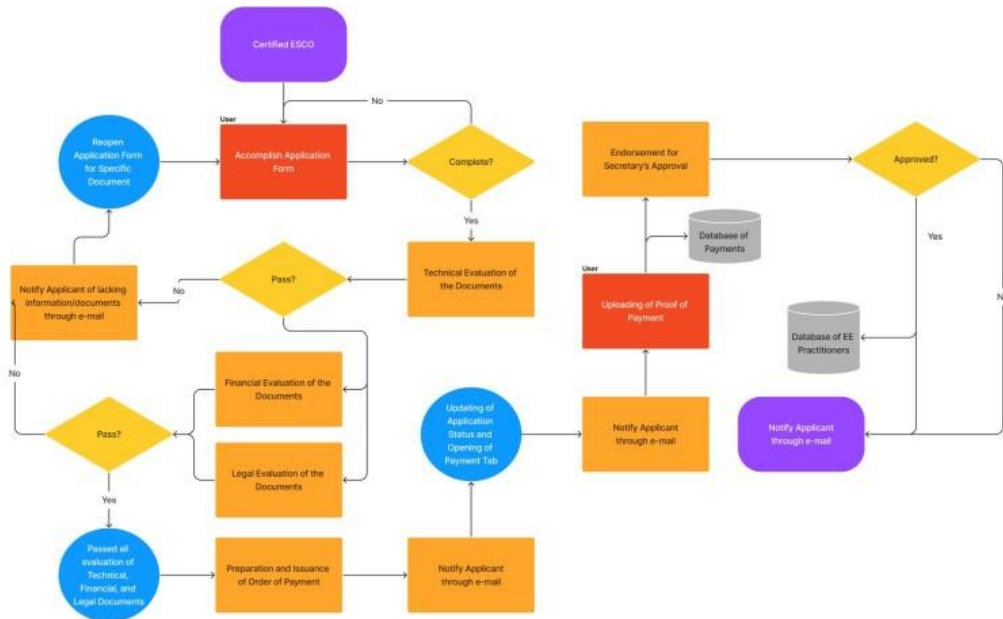
## RTI ONLINE REGISTRATION SYSTEM

### RTI APPLICATION

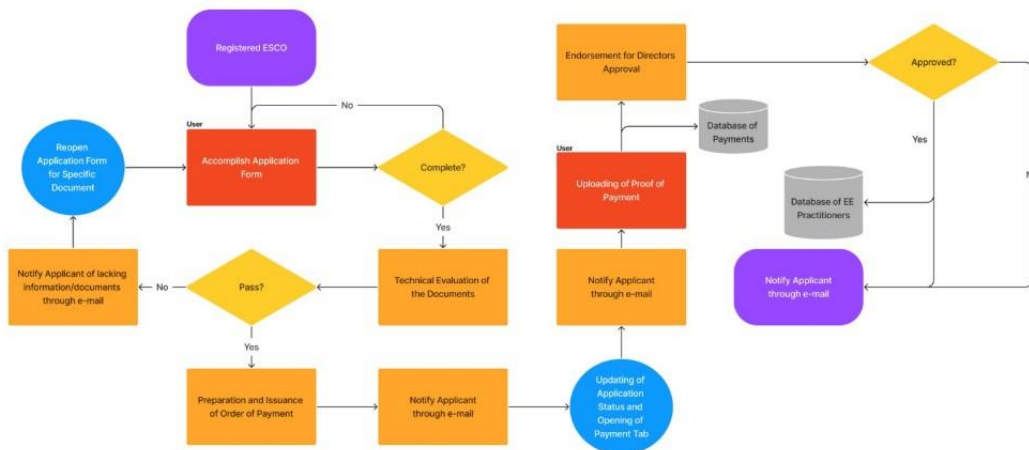


### 3. Energy Efficiency Project Endorsement for Fiscal Incentives Application System

#### EE PROJECTS TO BOI FOR FISCAL INCENTIVES REGISTRATION SYSTEM



#### STRATEGIC EE PROJECTS TO BOI FOR FISCAL INCENTIVES REGISTRATION SYSTEM



#### ANNEX C: Incident Management Guidelines for observed/notified Application Issues

Supplier adheres to providing an enterprise-grade incident management tool for fully managed applications and infrastructure-related incidents. This will be utilized as the main ticketing tool to monitor, and update reported incidents from the software **solution provided**. Below is the Service-Level Agreement that the Supplier should comply with:

**Table 1. Investigation/Response Time of Reported Application Issue**

Severity Level	Agreed Investigation and Response/Resolution Time to End User
4 – Low	Within eight (8) working days from notification
3 – Medium	Within eight (4) working days from notification
2 – High	Within eight (2) working days from notification
1 – Very High	Within eight (1) working days from notification
Non-performance of the required responsibilities and non-compliance of the minimum performance standard can be considered as a ground for the imposition of liquidated damages and/or blacklisting as provided under the applicable provisions of Republic Act 9184, its IRR or related issuances of the Government Procurement Policy Board	

**Table 2. Priority Level Classifications**

Priority Level	Description	Example Request
1 – Very High	Issues that compromise the data-security and integrity of the System (data theft / loss / alteration) and / or prevents the access of Users to the System.	Cyber Attacks, Auto-generated and continuous applications that flood the System, Landing Page issues
2 – High	Issues that lead to the inability to process <b>system actions</b> (at any part of the process) but does not pose any of the risks covered by Priority Level 1.	Issues that disable application submission / approval / evaluation
3 – Medium	Issues that comprise of errors that trigger confusion for the users which lead to an increased difficulty in operations or the requirement of workarounds but does not result to risks as high as either Priority Level 1 or 2.	Very Slow System Response, Problems with Auto-Generated Files, , Inability to upload or download files
4 – Low	Issues that comprise of minimum risk errors that do not have a direct effect on the normal functionality of the System or the experience of the Users but should still be corrected.	Text related issues (wrong spellings, wrong font size / style, wrong wordings), visible aesthetic issues, wrong values showing up in certain data fields.

## ANNEX D: Timeline

Activity	2023															
	AUGUST				SEPTEMBER				OCTOBER				NOVEMBER			
	W1 5	W2 6	W3 7	W4 8	W1 9	W2 10	W3 11	W4 12	W1 13	W2 14	W3 15	W4 16	W1 17	W2 18	W3 19	W4 20
<b>1. Inception Report</b>																
Project Acceptance Sign-off																
Conduct of Inception Workshop																
Submission of Inception Report																
<b>2. Design, Development, Enhancement, Expansion and updating Security Features of the NEECD System</b>																
Design and develop system enhancement, expansion, additional modules, and security features (70 Man-days)																
Submit System Requirements and Design Specifications (SRDS) Report																
<b>3. Delivery, Installation Testing, and Deployment of the developed and updated NEECD System</b>																
Conduct a testing series for various enhanced and developed systems																
<b>4. User Training and Acceptance</b>																
Conduct User Training for the enhanced and developed systems																
Submission of Manuals and instructional AVP materials																
Submission of Terminal Report																
<b>5. Maintenance Services for the various Web-based Application Systems under the NEECD:</b>																
NEECD System and Server maintenance	MAINTENANCE SUPPORT AND SERVICES for 8 MONTHS AFTER PROJECT COMPLETION															

## **Section VIII. Checklist of Technical and Financial Documents**

### **Checklist of Technical and Financial Documents (Requirement during the Opening of Bids) and Documentary Requirements for Post-qualification**

#### **I. TECHNICAL COMPONENT ENVELOPE**

##### ***Class “A” Documents***

##### **Legal Documents**

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

##### **Technical Documents**

- ☐ (a) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Bidding Form Annex A**); and
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) (**Bidding Form Annex B**) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or original copy of Notarized Bid Securing Declaration (**Bidding Form Annex C**); and
- ☐ (h) Conformity with the Technical Specifications under Section VII by signing the bidder’s compliance column of the TOR/Technical Specification and submission of the following:
  - 1. production/delivery schedule;
  - 2. manpower requirements/organizational structure; and
  - 3. **After sales warranty.**

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

Financial Documents

- ☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

**Class "B" Documents**

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

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (m) Original of duly signed and accomplished Financial Bid Form (**Bidding Form Annex E**); and
- ☐ (n) Original of duly signed and accomplished Price Schedule(s) (**Bidding Form Annex F**).

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

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

**III. Post-Qualification Requirements:**

1. In case only the PhilGEPS Registration Certificate (Platinum Membership) was submitted during the bid opening, submit the certified true copies of the following:
  - (a) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

- (b) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
  - (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
- 
- 2. Latest Income/Business Tax Returns;
  - 3. Certificate of PhilGEPS Registration;
  - 4. Pictures of its principal place of business;
  - 5. In case of Goods, submit brochures/prototype/actual sample of the products being offered or in case of Services, concept paper/write-up or description of the services being offered; which must be submitted on the date indicated in the post-qualification letter, addressed to the end-user, and certifies that it is the bidder's official and final offer. Non-submission of this requirement may be a ground for disqualification.
  - 6. In case of procurement for manpower services, proof of contribution/remittance for SSS, Philhealth and Pag-ibig for the last six (6) months from the opening of bid; and
  - 7. Other appropriate licenses and permits required by law as stated in the bidding documents/post-qualification letter.



# ***Bidding Forms***

Mandatory Submission of Bidding Forms

## Annex A

### STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

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

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

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

Submitted By:

\_\_\_\_\_

(Signature over Printed Name)

Note:

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

## Annex B

## STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

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

**Single Largest Completed Contract (SLCC) for the period**

**(last five years years), where applicable.**

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

Submitted By:

(Signature over Printed Name)

Note:

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

## Annex C

### Bid Securing Declaration Form

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

---

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

### **[Jurat]**

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

## **Annex D**

### **Omnibus Sworn Statement [shall be submitted with the Bid]**

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### **AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## Annex E

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

#### BID FORM

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:  
Name and address Amount and Purpose of Agent Currency/Commission or gratuity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None") ]

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_



## Annex F

### Price Schedule for Goods Offered from Abroad *[shall be submitted with the Bid if bidder is offering goods from Abroad]*

#### ***For Goods Offered from Abroad***

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

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Annex F

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

**For Goods Offered from Within the Philippines**

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

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf \_\_\_\_\_

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the

contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

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

**for:**  
**Department of Energy**

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

**for:**  
**[Insert Name of Supplier]**

*Witness for DOE*  
*[Position Title]*

*Witness for Supplier*  
*[Position Title]*

**Helen C. Roldan**  
*DOE Chief Accountant*  
*Witness*

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