



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

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

Global City, Taguig City, Philippines 1632

Telephone No.: (02) 3479-2900 local 383

Facsimile: (02) 8541-4105

Email address: bacsecretariat@doe.gov.ph

BIDDING DOCUMENTS

**Procurement of Services for Enhancement of DOE Electric
Power Database Management System (DEPDMS)**

(Purchase Request No. 02-0101-2023-03-0126)

**6th Edition
July 2020**

Section I. Invitation to Bid



SERVICES FOR ENHANCEMENT OF DOE ELECTRIC POWER DATABASE MANAGEMENT SYSTEM (DEPDMS)

1. The **Department of Energy (DOE)** is undertaking this procurement for the Procurement of Services for Enhancement of DOE Electric Power Database Management System (DEPDMS) and intends to apply the sum of Php8,000,000.00 that will be sourced from the FY 2022 continuing budget GAA for **FY 2023**, being the Approved Budget for the Contract (ABC) to payments for the contract under Purchase Request No. 02-0101-2023-03-0126. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DOE now invites bids for Services for Enhancement of DOE Electric Power Database Management System (DEPDMS). Delivery of the Goods and Services is required **One Hundred Eighty (180) calendar days** upon receipt of Notice to Proceed. Bidders should have completed, within four (4) 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 or 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 **20 April 2023** from the address below upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 in the amount of Php 8,000.00.

The Department of Energy will hold a Pre-Bid Conference on which will start at **9:00 AM** on **27 April 2023** at the DOE – **Audio Visual Room** DOE BAC Main Office.

If the Bidder has constraints, they have the options 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 or jdeogracias@doe.gov.ph on or before **26 April 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 11 May 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 11 May 2023**. Online submission is not yet available. Late bids shall not be accepted.

**Procurement Management Division
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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 11 May 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' representative.

Department of Energy
DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
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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 or jdeogracias@doe.gov.ph on or before **10 May 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

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

Website: www.doe.gov.ph

(sgd)

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 for the Procurement of NEECP Capital Outlay (ICT Equipment) under Purchase Request No. 02-0101-2023-03-0126.

2. Funding Information

2.1. The GOP through the source of funding from FY 2022 continuing budget GAA for **FY 2023**, in the amount of Php 8,000,000.00.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within four (4) 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 **15 September 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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Development of database software/system b. Completed within four (4) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting no allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – Department of Energy, Taguig City , or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. Not less than Php30,320.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Not less than Php75,800.00 if bid security is in Surety Bond.
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	No further Instructions

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Mr. Antonio S. Barcelona, OIC-Chief, PMDD</p>
	<p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>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>Packaging</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>Transportation</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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
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2.2	<p>The terms of payment shall be as follows:</p> <p>The Supplier shall be paid as per payment schedule indicated in the TOR. The payment will be processed 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>A retention of 10% shall be deducted for every progress billing.</p> <p>2% of the total award will be deducted as warranty retention which will be released after the warranty period.</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	Unit	Qty.	Delivery Date
1	Services for Enhancement of DOE Electric Power Database Management System (DEPDMS	LOT	1	One Hundred Eighty (180) Calendar Days upon receipt of Notice to Proceed

Section VII. Technical Specifications/ Terms of Reference

Terms of Reference/Specifications	
TERMS OF REFERENCE ENHANCEMENT OF THE DOE ELECTRIC POWER DATABASE MANAGEMENT SYSTEM (DEPDMS) ABC: 8,000,000.00	Bidder's Compliance

1. INTRODUCTION

The Department of Energy (DOE) through the Electric Power Industry Management Bureau (EPIMB) requires new IT systems to support its mandates under the “Electric Power Industry Reform Act of 2001” (EPIRA) or RA 9136, which include, among others:

- i. to ensure the quality, reliability, security and affordability of supply of electric power;
- ii. to formulate such rules and regulations as maybe necessary to implement the objectives of the Act; and
- iii. to establish the Wholesale Electricity Spot Market (WESM) and formulate the detailed rules governing the operations the market.

The EPIMB is tasked to study, evaluate, analyze the developments of the various sectors of the electric power industry, which include the generation, transmission, distribution, supply, and the country’s electricity market such as wholesale and retail market. It develops and implements policies and programs to ensure that the objectives of the EPIRA and the integrated WESM and retail market or the Retail Competition and Open Access (RCOA) will be fully achieved. In response to this mandate, the EPIMB established the **DEPDMS**, a robust electric power database system capable of generating reports and charts which serve as basis and guide in the policy formulation, market rules amendment proposals and resolving issues in the electric power and the market as well. The said electric power database is used not only to monitor the performance and development of the integrated wholesale and retail market, but at the same time, provides data and information relevant to the development of the entire electric power industry. In addition, it also includes monitoring of private sector activities and ensure availability of generation and transmission facilities and power supply requirements.

Hence, this document provides the Terms of Reference (TOR) in the Enhancement Services for the database system or the DEPDMS. This is derived in accordance with the DOE’s abovementioned mandates and responsibilities or business processes under the EPIRA and its Implementing Rules and Regulations. The Enhancement Service Provider (ESP) shall refer to this document in the performance of its responsibilities relative to the DEPDMS.

This document will also help in the pricing, resourcing, and contract negotiations with prospective ESPs during procurement process. Some elements of this document will need to be elaborated in detail after awarding to the ESP in order to align and fit with the corresponding business process requirements, which will require agreement on the scope of work and platform to be used.

2. PROJECT COMPONENTS AND SCOPE OF WORK

The DEPDMS is a software application that automates the requirements of the EPIMB, particularly on the acquisition, warehousing and management of data/information. The DEPDMS ensure continuous, timely and effective delivery of IT services in connection with database management, monitoring and provision of data/information to internal units and external parties and partners of DOE/EPIMB.

- 2.1. *Functional and Technical Support including Enhancements of the DEPDMS including its Web Portal during the project duration as follows:*
 - 2.1.1. Enhancements of the DEPDMS Web Portal including its interface and additional functionalities;
 - 2.1.2. Development of the loaders and loader creator of 73 different market data files;
 - 2.1.3. Tailor-fitted software use and administration training;
 - 2.1.4. Installation, configuration, setup, and commissioning of DEPDMS;
 - 2.1.5. Testing for error corrections or modifications, performance improvement; and
 - 2.1.6. Supplemental data storage.
- 2.2. *Enhancement and updating of the DEPDMS including its web portal in accordance to the requirement of the DOE.*

Web Portal

- 2.2.1. Creation of Lookup table page for the DOE-generated Resource ID of various stakeholders that includes search, add request, edit, and delete functions (client and admin side);
- 2.2.2. Creation of non-submission list/table of stakeholders relative to various DOE Reportorial Requirements and an email-based notification system for follow-up;
- 2.2.3. Group message notification function based on registered email address for advisories;
- 2.2.4. Question and answer section (section where clients can raise a question and DEPDMS admin to answer);
- 2.2.5. Announcement section;
- 2.2.6. Role-based access control (RBAC) for the DEPDMS Web Portal;
- 2.2.7. Total transformation of the existing User Interface to a dynamic homepage;
- 2.2.8. DOE internal user interface on regular monitoring reports (database driven reports including graphs, or tables of various reports generated using market data in real time and historical presentation);
- 2.2.9. Addition of dynamic data input validator function to address the input mismatch;
- 2.2.10. Modification of current functionalities of DEPDMS Web Portal, including the following:
 - 2.2.10.1. User type creation and assignment;
 - 2.2.10.2. Loader creator for each dataset;
 - 2.2.10.3. User registration and maintenance; and
 - 2.2.10.4. Download and upload function.

LAN-based Market Data Loader

- 2.2.11. Creation of LAN-based system that includes loaders and loader creator for 74 NMMS and CRSS files (see *Attachment A for the file names*);
- 2.2.12. RBAC for LAN-based system;
- 2.2.13. Database Scrubbing; and
- 2.2.14. Audit Trail Logs.

3. FUNCTIONAL REQUIREMENTS

- 3.1. *DEPDMS customization or enhancement shall tailor fits and satisfies the existing business process of the DOE (see Attachment B). Whenever there are additional requirements, the ESP must satisfy the requirements specified in Section 5. "Terms and Conditions".*
- 3.2. *The ESP shall install and configure all the enhancements to the DEPDMs in production environment and shall follow the "Principles of Least Astonishment" (POLA).*
- 3.3. *The DEPDMs shall be configured to be failed-over from active node to passive node or vice-versa.*
- 3.4. *High level functional requirements of DEPDMs as enumerated below:*
 - 3.4.1. DEPDMs should allow transfer of files from SFTP folder to designated folder;
 - 3.4.2. DEPDMs should allow loading of specific files; and
 - 3.4.3. DEPDMs should have a dynamic homepage that includes graphs, or tables of various reports generated using market data.
- 3.5 The Project Implementation Requirements are as follows.
 - 3.5.1 The enhancement of the DEPDMs shall be done by a competent ESP, contractor, solution provider and/or system integrator. The development process focuses on the test-centric and test-intensive approach.
 - 3.5.2 The ESP shall comply with the requirements essential to the software product, project management and development process.
 - 3.5.3. Among the criteria that the ESP will have to establish in order to ensure continuity of project activities are the following:
 - 3.5.3.1. Manpower
 - 3.5.3.1.1. Availability of Project Personnel
 - 3.5.3.1.2. Qualifications of personnel
 - 3.5.3.1.3. Well established staff replacement and turn-over program
 - 3.5.3.2. Experience
 - 3.5.3.2.1. Completed similar projects
 - 3.5.3.2.2. On-going similar scale projects
 - 3.5.3.3. Implementation
 - 3.5.3.3.1. Implementation methodology (i.e. Agile Software Development Methodology)
 - 3.5.3.3.2. Quality methodology

3.5.3.3.3. Training methodology

3.5.3.3.4. Project plan

4. NON-FUNCTIONAL REQUIREMENTS

The DEPDMS non-functional requirements cover those aspects of the system which do not relate to the supported business processes.

Basic non-functional requirements for each module are enumerated below:

4.1. Assurance and Security

4.1.1. Confidentiality

4.1.1.1. The internal system (LAN-Based System) shall not allow access from outside DOE network.

4.1.1.2. The system shall not allow direct access of unauthorized users to the data.

4.1.1.3. Specific reports shall only be accessed by certain users.

4.1.2. Integrity

4.1.2.1. The system shall maintain referential integrity when integration is run or rerun automatically or manually.

4.1.3. Identification, authentication, and authorization

4.1.3.1. The system shall have user management and authentication which can only be accessed by DOE administrator.

4.1.3.2. The system shall include management and allocation of user roles for authorization.

4.1.3.3. The system shall incorporate non-repudiation mechanisms to ensure data changes and transactions are undeniably linked to user accounts.

4.1.4. Monitoring, audit, and accountability

4.1.4.1. The system shall archive unstructured files and created reports older than a configurable age to a file server.

4.1.4.2. When a user or system process creates or updates any integration, mapping, data, and reports, the system shall record the user ID, the data item that was changed, the previous value and the timestamp.

4.2. Constraints

4.2.1. The ESP shall provide a design that will be compatible and address network constraints to meet the required system response time that will be set by the DOE during the project design stage and will be concurred by the ESP.

4.3. Usability

4.3.1. The system shall allow users to monitor the progress of processing tasks by viewing a real-time progress report.

- 4.3.2. The system shall alert users to the completion of processing tasks by automatic notification.
- 4.3.3. Upload or download of data or graphical user interface web pages containing less than 1MB of data shall load within 3 seconds.
- 4.3.4. Upload and download times for larger amounts of data should scale roughly linearly, not exponentially.

4.4. **Management**

- 4.4.1. Documentation (refer to item 5.5)
- 4.4.2. The system shall provide context sensitive online help to users.
- 4.4.3. For customized/modified software product, the system shall be supplied with a solution specification description document containing:
 - 4.4.3.1. Functional specifications
 - 4.4.3.2. Design specifications
 - 4.4.3.3. Proposed Configuration Settings
 - 4.4.3.4. Requirements vs. design features matrix
 - 4.4.3.5. Requirements vs. test scripts matrix
- 4.4.4. The ESP shall supply an operational administration manual for the system
- 4.4.5. The ESP shall supply a user manual for the system
- 4.4.6. The ESP shall supply a training manual for the system
- 4.4.7. The ESP shall supply an as-built document for the system including:
 - 4.4.7.1. For customized/modified software product, Final Design specifications
 - 4.4.7.2. Actual configuration settings
 - 4.4.7.3. Known issues
- 4.4.8. The ESP shall supply a disaster recovery plan and implement the solution for the system.

5. TERMS AND CONDITIONS:

5.1. **Licenses**

Software licenses including third party software shall cover all platforms needed by the DOE in its production, and development/test environments. Production licenses shall be of enterprise type and full use entitlement.

DOE's test and development software licenses can be limited to an optimal number ideal for small development and test teams. All licenses shall be perpetual. All licenses shall be for the account of and registered under the name of the DOE. All software licenses needed by the ESP in the development/test environment shall be

for the account of the ESP and its cost shall not be included in the financial proposal.

5.2. Scope of Work

The ESP shall provide services and other components to deliver complete and quality DEPDMS software. The ESP's tasks shall cover the following but not limited to:

5.2.1. Delivery, installation, integration, and configuration of ESP developed DEPDMS enhancements.

5.2.2. Supply and installation of third party software and/or off-the-Shelf commercial products or customized solution based on requirements that are necessary in the implementation of DEPDMS enhancements.

5.2.3. Testing and correction of defects and issues based on requirements.

5.2.4. Provide product and project documentation.

5.2.5. Provide consultancy and advisory on system performance tuning.

5.3. Quality Control

The system enhancement and development emphasis are quality control oriented, test centric and test intensive. All test documents shall be provided by the ESP to the DOE. The ESP testing team during the DEPDMS implementation shall be under the supervision of DOE when conducting all the scheduled testing activities. Said testing activities shall be initially performed at the ESP's development/test environment, and then at the DOE's development/test, and production environments in coordination and supervision with the DOE. The different levels of testing to be performed by the ESP and supervised by the DOE are the following:

5.3.1. User Acceptance Tests (UAT) are to be done in a separate project activity where the DOE and the ESP shall conduct tests using DOE's development/test, and production environments on-site. The DOE shall conduct additional exploratory tests as an option subject to conformance of the ESP with the test plan.

For customized/modified software product:

5.3.2. Unit Testing – white box tests of individual components such as methods, objects, classes, software functions and procedures (for scripts and other coding required for customization)

5.3.3. Component Integration Testing – test of integration between component units.

5.3.4. System Testing – manual and/or automated test for volume, load, stress and performance profiles. Other tests also include security, functionality, business cycle; installation and compatibility are to be performed.

To determine the number of test cases, the requirements traceability matrix shall be the basis. Finally, to maintain test case quality, the number of critical and important test cases shall be at least eighty percent (80%) of the total number of test cases. One

hundred percent (100%) of the mandatory requirements shall be covered.

5.4. Training

Training or workshops on the following topics shall be provided by the ESP:

- 5.4.1. Trainings should be tailor-fitted in accordance with the enhanced and developed system;
- 5.4.2. Business Process Owners (User) Training;
- 5.4.3. Administrators' (System and Database) Training; and
- 5.4.4. Applications Training for at least ten (10) DOE personnel preferably focused on how the DEPDMS enhancement were created, installed, configured and integrated.

5.5. Documentation

As part of the project deliverables, the ESP is required to submit complete documentation of the following:

- 5.5.1. Project Management plan
- 5.5.2. Quality Management plan
- 5.5.3. Business Requirements Document (BRD)
- 5.5.4. System Mockups/Prototypes
- 5.5.5. Administrator, Operational and Users' manuals
- 5.5.6. Training manuals
- 5.5.7. Minutes of the meeting
- 5.5.8. Deployment Plan
 - 5.5.8.1. Installation date and estimated duration
 - 5.5.8.2. Installation resources needed
 - 5.5.8.3. As-built documents
 - 5.5.8.4. Software release notes including known issues
 - 5.5.8.5. Rollback or Back out plan
- 5.5.9. For system customization/modification:
 - 5.5.9.1. Test documents
 - 5.5.9.1.1. Test plans and designs
 - 5.5.9.1.2. Test cases and procedures
 - 5.5.9.1.3. Test scripts
 - 5.5.9.1.4. Requirements vs. test case matrix
 - 5.5.9.1.5. Test results and summary report
 - 5.5.9.1.6. Defect and issue report
 - 5.5.9.2. Solution Specification Description Document
 - 5.5.9.2.1. Functional specifications
 - 5.5.9.2.2. Design specifications
 - 5.5.9.2.3. Configuration settings
 - 5.5.9.2.4. Requirements vs. design/features matrix
 - 5.5.9.2.5. Source code for customized scripts and programs

5.6. Intellectual properties

In consideration of its engagement as ESP to the project, and for value received, ESP shall unconditionally, completely and irrevocably assign, transfer, and convey to the DOE or its assign/s

all rights, intellectual property rights, title, and interests in and to all patentable and copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, final as-built source code, and programming instructions, conceived, discovered, developed, or reduced to practice by ESP, solely or in collaboration with others, during the term of the parties' contract and in the course of ESP's engagement under the contract (collectively, the "Material"), with effect in the Philippines and throughout the world.

The Material are/shall become the sole property of the DOE. ESP shall execute and/or deliver such documents and instruments as may be required to give effect to this assignment and/or the registration of any resulting intellectual property rights in the name of the DOE.

Without limiting the generality of the immediately preceding paragraphs, the parties confirm that the following are and shall be owned exclusively by the DOE:

- 5.6.1. *all data of whatever nature collected by ESP in connection with the implementation of the Contract;*
- 5.6.2. *all analyses and reports generated by ESP in connection with the implementation of the Contract;*
- 5.6.3. *all Material*
- 5.6.4. *all intellectual property previously owned by the DOE even when incorporated in the system delivered by the ESP and/or other project deliverables.*

For the avoidance of doubt, ESP confirms that the Material also includes all output from any and all work rendered by ESP's employees, consultants, or any third parties engaged by the ESP to provide services, in respect of the Material, for that purpose confirming that ESP employees, consultants, or any third parties engaged by the ESP to provide services in respect of the Material:

- 5.6.5. *do not separately own copyright, or other intellectual property rights, to the Material or any part of it; or*
- 5.6.6. *have legally assigned such copyright or other intellectual property rights to MSP, which assignment is a full, complete, effective, and legally binding transmission of any and all rights they may have over the Material, and which rights are subject to further assignment by ESP.*

5.7. Acceptance

The DOE shall approve each piece of deliverable. The acceptance review of any piece of work shall be 5-10 working days. Acceptance shall be conditioned upon the completion of deliverables and passing of ALL mandatory (critical and high) test cases. Aesthetic and minor issues shall be resolved within thirty (30) calendar days.

5.8. Change Order and Change Management

No requirement or design change order shall be done, unless approved by the DOE in writing. Change orders may be covered by separate contracts.

5.9. Project Resources

The ESP shall ensure adequate number of manpower available

throughout the project. The ESP shall maintain standby equipment resources in case the equipment used in the project becomes unavailable for some reason. These measures aim to ensure no project schedule disruptions are attributed to project resources.

The ESP shall have plans for backup and disaster recovery, and shall keep at off-site facilities up-to-date backup copies of software versions and patches currently being developed.

5.10. Ownership of Materials Related to Services

The parties agree that any materials prepared and delivered by ESP, in the course of providing Services, shall be considered works made for hire. All rights, title, and interests of such materials shall be and are assigned to the DOE as its sole and exclusive property, access of the ESP from all the system shall be removed.

The "Materials" are defined as the software, documentation, the software product (source code) and other materials, including any updates and upgrades that are provided to by ESP under the Agreement.

5.11. Confidential Information

5.11.1. The ESP agrees that all data or information received or gathered by the ESP, its employees and agents in the course of or in the performance of their obligations under this Contract shall be deemed and kept confidential. Such data or information shall not be used, copied, reproduced, or divulged by the ESP, its employees or agents to any third party without the written consent of the DOE. This confidentiality requirement shall be made an essential condition by the ESP in the hiring of its employees or agents. Further, this obligation on confidentiality shall survive and subsist even after the termination or cancellation of this Contract. Furthermore, the ESP shall protect Confidential Information with reasonable precautions and in accordance with the DOE standards.

5.11.2. In no event shall ESP use DOE's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of DOE or Third Party Owner.

5.11.3. The following shall not be considered Confidential Information: (a) Information which is or becomes part of public domain through no fault or act of the receiving party; (b) Information that has been independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; (c) Information which was provided to the receiving party by a third party with no duty of confidentiality to the disclosing party; or (d) Information which is required to be disclosed by law provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved.

5.11.4. The ESP agrees that the disclosure of any of the foregoing Confidential Information shall give rise to irreparable injury

to the owner of Confidential Information, inadequately compensable in monetary damages. Accordingly, the DOE may seek injunctive relief against the breach or the threatened breach of the foregoing undertakings, in addition to any other legal remedies available.

5.12. ESP's Undertakings

The ESP represents and warrants that:

5.12.1. The services to be performed will be rendered in a competent and professional manner by knowledgeable, trained and qualified personnel.

5.12.2. The services performed under the Agreement will be compatible and operate in conjunction with DOE's production environment.

5.13. Delay

In the event of delay in the specified delivery date or non-conformance of each Deliverable as stated in the Agreement, solely attributable to the fault or negligence of ESP, the DOE shall impose a penalty equivalent to one-tenth of one percent (1/10 of 1%) of the cost of contract for every day of delay from the deadlines agreed upon but not exceeding 10% of the total contract cost. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, DOE may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid. In case of delay, the parties will meet and confer to determine the reasonable necessity, if any, of any extension of in the Project schedule that the Parties reasonably believe are dependent on the deadline that was missed. Any modification to the Project schedule must be agreed upon in writing by the Parties to be effective. The DOE may, at its option and without prejudice to such other legal rights as it may have hereunder or otherwise, extend the time for ESP's performance.

5.14. Infringement Indemnity

Each party shall defend and indemnify the other party against claims that any information, design, services, specifications, software, data, or material furnished by the provider and used by the recipient in an authorized manner infringes any copyright, patent, trade secret, or other proprietary rights, provided that: (a) the indemnitee notifies the indemnitor in writing within 30 calendar days of any claim; (b) the indemnitor has sole control of the defense and all related settlement negotiations; and (c) the indemnitee provides the indemnitor with the assistance, information, and authority reasonably necessary to perform the above, at the indemnitor's expense. The indemnitor may, in its discretion and at its expense, obtain rights to use the infringing material or substitute modified material therefore, while retaining comparable effect. The foregoing constitutes the parties' sole and exclusive remedies in the event of any third-party claims against infringement.

5.15. Termination

5.15.1. Termination for Cause. If either party has failed in any material respect to perform its obligations under the

Agreement, then that party may provide written notice to the other party's management representative describing the alleged failure in reasonable detail. The breaching party shall have ten (10) business days after notice of such failure to cure breach. If the breaching party fails to cure within ten (10) business days, then the non-breaching party may immediately terminate the Agreement in whole or in part, for cause, by providing written notice to the management representative of the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, either (a) cure the material failure or (b) if the breach is not one that can reasonably be cured within thirty (30) calendar days, then the non-breaching party may terminate the Agreement, in whole or in part, for cause by providing written notice to the management representative of the breaching party.

5.16. *Miscellaneous Clause*

5.16.1. Non-Waiver. Except as otherwise stated, the rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate the Agreement or to enforce any other provision of the Agreement or to enforce any provision of the Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other default or violation or be deemed to be a waiver or forfeiture of those rights.

5.16.2. Force Majeure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts or other industrial disturbances, fire, acts of God, acts of public enemy, or compliance with any regulations, order or requirement of any government body or agency.

5.16.3. Severability. If any term or provisions in the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.

5.16.4. Amendments. The Agreement may be amended only by an instrument in writing executed by the parties. Any written work order submitted by the DOE shall not amend the terms of the Agreement and will only be considered (a) a statement of work to be performed; (2) set forth any deadlines or schedules; (3) additional fees to be charged, if any out of scope of work or services stated on the work

order.

5.16.5. Interpretation. The Agreement is made under and construed in accordance with Philippine laws.

5.17. Governing Law / Settlement of dispute / Judicial Action

Philippine laws shall govern the contract without regard to the rules on conflict of laws. Any dispute that cannot be settled amicably between the parties shall be brought for judicial resolution before the proper court of Taguig City, Philippines to the exclusion of all other courts.

5.18. Proof of Concept

To realize the DEPDMS requirements specified in this document of its feasibility, a Proof of Concept (POC) shall be demonstrated by the ESP. It should cover a demonstration in principle to verify that the concept of the offered product or solution can potentially address the DEPDMS requirements.

6. Expected Outputs or Deliverables:

The minimum outputs or deliverables shall be the following during Contract Execution Stage:

ACTIVITY	SCOPE OF WORKS	DELIVERABLES
A.	Software Design, Customization / Development, Testing, Transitioning and Completion (see Attachment C – SW-A and B for detailed activities)	<ul style="list-style-type: none"> - Business Requirement Document (BRD) approved by the end-user - Enhanced DEPDMS based on the approved BRD rolled-out/Go Live and accepted by the end-user - Program Source Codes - Packaged Deployable Binary Files and Databases (Installer)
B.	System Adoption (Capacity Building) (see Attachment C – SW-C for detailed activities)	
	Development of Software training module and documentation	Training modules, User's manual, System Administration Manual, Operation and Technical Manual

		Terminal Report	
	Conduct of training for capacity building for the end users and software/system administration	Customized Software/System Administration and End User Training Technology transfer	
	Delivery of a hardware requirements (see <i>Attachment D for detailed specifications</i>)	External Storage Cloud Subscription	
C.	One-year Support Services (Warranty)	8x5 Service Desk Support Coverage: <ul style="list-style-type: none"> a. Working hours - 8 hours x 5 days Regular Hours b. Location – Remote/Offsite c. Mode of Support <ul style="list-style-type: none"> i. Incident and Request Coordination - Manage Engine / IT Service Management Tool ii. Critical Issue Escalation - Call via Designated Service Desk Number iii. Email - Follow up queries and coordination once ticket number has been assigned d. Resource Allocation - Shared Pool of Service Desk Team e. Response Time - Within 4 hours upon receipt of ticket 	
7. ESP Qualifications			

he ESP shall comply with the requirements specified in Section 54.5 (*Performance and Warranty Security in accordance with Sections 39 and 62*) & Section 6 (*PhilGEPS Registration and Number*) of the IRR of RA 9184.

As a minimum requirement, the ESP must be knowledgeable in the current technology used to develop the DEPDMS. Also, a project team staffing must be provided by the ESP and followed the condition stated to wit:

1. The ESP must provide the Curriculum Vitae (CVs) of their proposed staff clearly showing the relevant skills and work experience. They may propose additional staffing to complement the skills of their proposed staff at no additional cost to the DOE.

2. The ESP proposed staff must be consist of at least one (1) personnel per function below:

a. Project Manager

- i. With at least minimum of five (5) years of related work experience in project management; and
- ii. Must be a certified Project Management Professional (PMP).

b. Data Privacy and Security Compliance Officer

- i. Must have at least minimum of five (5) years of work experience; and
- ii. Must be a member of the National Association of Data Privacy Officer of the Philippines (NADPOP); and
- iii. Must have at least two (2) years of relevant practice leading to operational compliance of an institution.

c. Full-stack Developer

- i. With at least a minimum of five (5) years of relevant work experience; and
- ii. Must be knowledgeable on at least one (1) of the following programming language: PHP, Python; and
- iii. Must be knowledgeable on at least four (4) of the following programming systems: Code Igniter, Bootstrap, HTML, CSS, JavaScript, jQuery, and REST API; and
- iv. With experience in Agile Methodology; and
- v. Must have experience using version control software, (e.g., Git); and
- vi. Must be knowledgeable on MSSQL database.

d. Network and System Administrator / Cloud Engineer / Cloud Architect

- i. With at least three (3) years of relevant work experience; and
- ii. Must at least have Cloud Solutions Certification; and
- iii. Must be knowledgeable on at least one (1) of the following platform: Microsoft Server, Linux Server; and
- iv. Must be knowledgeable in cloud services.

3. There shall be no replacement of manpower assigned in the project until after fifty percent (50%) of project duration has been served, except for justifiable reasons as approved by DEPDMS Enhancement PMT-TWG.

8. Project Duration and Timeline

The estimated project duration for the DEPDMS enhancement shall not exceed six (6) months, with one (1) year of support services after the approval of the final acceptance of the project. However, project duration can only be extended with the approval of DEPDMS PMT-TWG. Project

completion shall be acknowledged by the DOE through submission/approval of Project Completion Acknowledgement Form.

9. Project Cost / Budget: Php8,000,000.00 (inclusive of all taxes)

10. Payment Schedule

The SOFTWARE PROVIDER shall be paid according to the following schedule:

Deliverables	Payment Terms (% of contract price)	Documentary Requirements	Duration
Submission of Inception Report	15%	<ul style="list-style-type: none"> - Project Management Plan - Quality Management Plan - Approved Inception Report 	15 days after receipt of Notice to Proceed
Formulation and Development of Business Requirements Document (BRD)	15%	<ul style="list-style-type: none"> - Approved Business Requirements Document (BRD) - System Mockups/Prototypes - UX Workshop Certificates 	35 days after receipt of Notice to Proceed
Software Customization/Development, Testing, Transitioning and Completion – Web portal	25%	<ul style="list-style-type: none"> - Certificate of Completion and Acceptance approved by the end-user 	125 days (parallel development) after receipt of Notice to Proceed
Software Customization/Development, Testing, Transitioning and Completion – LAN-Based System	25%	<ul style="list-style-type: none"> - Certificate of Completion and Acceptance approved by the end-user 	
Provision of: -Cloud subscription -Solid State External Hard drive (Military grade and 4 TB each)	10%	<ul style="list-style-type: none"> - Cloud Subscription Document - Delivery Receipt - Invoice - Certificate of Completion and Acceptance approved by the end-user 	135 days after receipt of Notice to Proceed
System Adoption (Capacity Building)	10%	<ul style="list-style-type: none"> - PHP/Python Training Certificates, - Training modules/manuals, - User's manual 	180 days after receipt of Notice to Proceed

		<ul style="list-style-type: none"> - System Administration, and Operation Manual - Operation and Technical Manual, - Technical Documentation, - Terminal Report - Minutes of the meeting, - Deployment Plan, - Test documents, - Solution Specification Description Document - Approved Final Project Acceptance by the end-user 			
<p>Note:</p> <ol style="list-style-type: none"> 1. Retention is 10% of every progress billing 2. A retention money of 2% shall be deducted per progress billing which will be refunded after the warranty period as indicated in the TOR. 					

ATTACHMENT A

List of NMMS and CRSS Files

List of NMMS Data

File name	File type
CAPEG_YYYYMMDD.csv	.csv
CAPEL_YYYYMMDD.csv	.csv
CAPER_YYYYMMDD.csv	.csv
DAP_YYYYMMDDhhmi.csv	.csv
DAPCV_YYYYMMDD.csv	.csv
DAPHL_YYYYMMDD.csv	.csv
DAPHS_YYYYMMDD.csv	.csv
DAPOS_YYYYMMDD.csv	.csv
DAPREG_YYYYMMDD.csv	.csv
DAPSL_YYYYMMDD.csv	.csv
DIPCEF_YYYYMMDDhhmi.csv	.csv
DIPCER_YYYYMMDDhhmi.csv	.csv

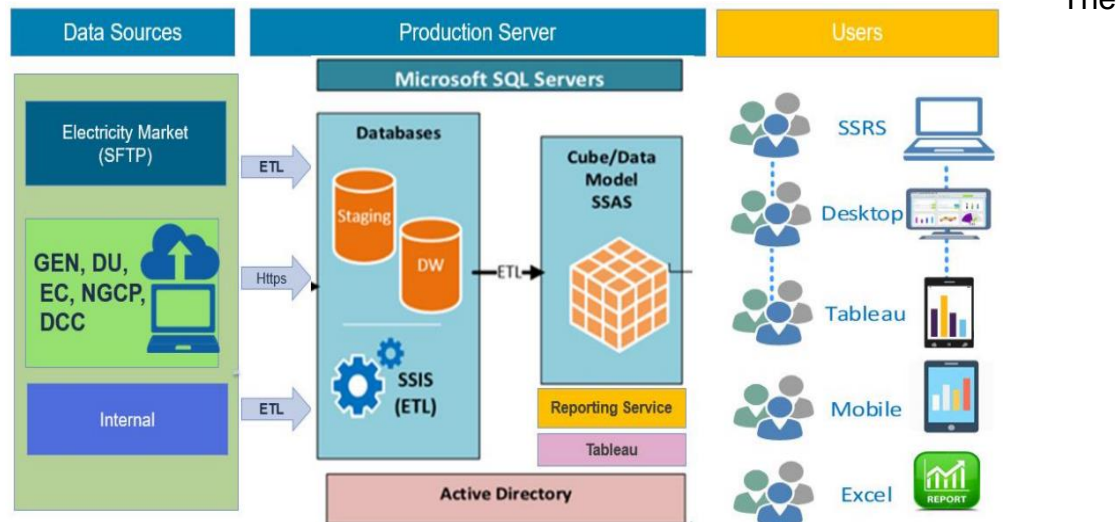
final_gwap_YYYYMMDD.csv	.CSV	
final_lwap_YYYYMMDD.csv	.CSV	
HAP_YYYYMMDDhhmi.csv	.CSV	
HAPCV_YYYYMMDD.csv	.CSV	
HAPHL_YYYYMMDD.csv	.CSV	
HAPHS_YYYYMMDD.csv	.CSV	
HAPOS_YYYYMMDD.csv	.CSV	
HAPREG_YYYYMMDD.csv	.CSV	
HAPSL_YYYYMMDD.csv	.CSV	
MP_YYYYMMDD.csv	.CSV	
original_gwap_YYYYMMDD.csv	.CSV	
original_lwap_YYYYMMDD.csv	.CSV	
PSM_COG_YYYYMMDD.csv	.CSV	
RTD_YYYYMMDDhhmi.csv	.CSV	
RTDCV_YYYYMMDD.csv	.CSV	
RTDHL_YYYYMMDD.csv	.CSV	
RTDHS_YYYYMMDD.csv	.CSV	
RTDNE_YYYYMMDDhhmi.csv	.CSV	
RTDOE_YYYYMMDDhhmi.csv	.CSV	
RTDOR_YYYYMMDDhhmi.csv	.CSV	
RTDOS_YYYYMMDD.csv	.CSV	
RTDREG_YYYYMMDD.csv	.CSV	
RTDRS_YYYYMMDDhhmi.csv	.CSV	
RTDSL_YYYYMMDD.csv	.CSV	
STLPRICE_YYYYMMDDhhmi.csv	.CSV	
WAP_YYYYMMDD.csv	.CSV	
WAPCV_YYYYMMDD.csv	.CSV	
WAPHL_YYYYMMDD.csv	.CSV	
WAPHS_YYYYMMDD.csv	.CSV	
WAPOS_YYYYMMDD.csv	.CSV	
WAPREG_YYYYMMDD.csv	.CSV	

WAPSL_YYYYMMDD.csv	.CSV	
REALTIME_YYYYMMDDhhmi.csv	.CSV	
GENCAP_YYYYMMDD.csv	.CSV	
List of CRSS Files		
CFG_BILLING_ID	.CSV	
CFG_STL_MPOINT	.CSV	
MAP_SEIN_BILLING_ID	.CSV	
TXN_BCQ_DATA	.CSV	
TXN_BCQ_HEADER	.CSV	
TXN_OR_BIL_ENERGY_QTY_MFINAL	.CSV	
TXN_OR_BIL_ENERGY_QTY_MPRELI	.CSV	
TXN_OR_ENERGY_MSUM_MFINAL	.CSV	
TXN_OR_ENERGY_MSUM_MPRELIM	.CSV	
TXN_OR_ENERGY_QTY_MFINAL	.CSV	
TXN_OR_ENERGY_QTY_MPRELIM	.CSV	
TXN_OR_ETA_MFINAL	.CSV	
TXN_OR_ETA_MPRELIM	.CSV	
TXN_OR_GEN_MSUM_MFINAL	.CSV	
TXN_OR_GEN_MSUM_MPRELIM	.CSV	
TXN_OR_GEN_SELL_ETA_MFINAL	.CSV	
TXN_OR_GEN_SELL_ETA_MPRELIM	.CSV	
TXN_OR_GMRVAT_MFINAL	.CSV	
TXN_OR_GMRVAT_MPRELIM	.CSV	
TXN_OR_LR_BIL_LLCC_MFINAL	.CSV	
TXN_OR_LR_BIL_LLCC_MPRELIM	.CSV	
TXN_OR_NSS_DISAGG_MFINAL	.CSV	
TXN_OR_NSS_DISAGG_MPRELIM	.CSV	
TXN_OR_SPOT_LLCC_MFINAL	.CSV	
TXN_OR_SPOT_LLCC_MPRELIM	.CSV	
TXN_PARTICIPANT	.CSV	

TXN_STL_GESQ_FINAL_MONTHLY	.csv
TXN_STL_GESQ_PRELIM_MONTHLY	.csv

ATTACHMENT B

Architectural Diagram



existing architecture is divided into three layers. First is the Data Source, which consists of all raw and structured data from Electricity Market, Generators, Distribution Utility and other sources. Data is transmitted through FTP and HTTP going to the database.

The next layer of the architecture is the Production Server, which consists of two databases. Staging database is where dump data is processed and validated before going to Data Warehouse database. This is where the ETL (Extract, Transform and Load) process takes place using SSIS (SQL Server Integration Services). After ETL process, data is arranged in a cube using SSAS (SQL Server Analysis Services), and then translate the data into five reports in SSRS (SQL Server Reporting Services) report builder and five reports in Tableau software.

The last stage of the existing architecture is User phase. This is the interface of the existing where user interacts with the system to have a visualization of the processed data in any device or format type provided in the diagram.

ATTACHMENT C

Detailed Scope of Work (SW):

SW-A Formulation and Development of System Design

1. Conducts meetings/workshops for system requirement elicitation;
2. Conducts fact-finding and discovery work to establish the as-is business process and its characteristics;

3. Defines the domain, managerial, and user requirements;
4. Develops the functional design specifications of the system;
5. Develops Business Requirement Document (BRD);
6. Develops system mock-ups/prototypes;
7. Identification of Hardware and Software requirements;
8. Translates the functional design specifications into the system logical model and system physical model. This will include the detailed design of the database and software as well as the identification of all hardware requirements;
9. Conducts User Experience (UX) Workshop (at least 3 workshops); and
10. Provides supplies and materials essential to the above activities.

SW-B Software Customization/Development, Testing, Transitioning and Completion

1. Conducts Software Customization/Development and Testing
 - Develops source codes/programs
 - Conducts unit testing using dummy or live data
 - Prepares system environment/platform
 - Conducts system quality testing
2. Conducts Software Transitioning and Completion
 - Installs the customized/developed Software
 - Conducts User Acceptance Testing (UAT – at least 3 testing), Real Environment Testing (RET – at least 3 testing), and Pilot Testing
 - Prepares, converts and cleans data and populates the database
 - Do handholding and coaching, and software refinements
 - Submits complete documentation (system/technical/operations manual and source code document)

SW-C Software Adoption

1. Conducts Software Training
 - Software Administration and End-user Training
2. Conducts/prepares Software Documentation
 - Training Modules
 - User's and System Administration Manuals
 - Terminal Report

ATTACHMENT D

Note: Item must meet the minimum specifications or be better

1. External Storage (solid state, Est. budget: PhP45,000.00)
 - External Solid-State Drives -Military grade
 - Capacity: at least 4 Terabyte per piece
 - Compatible with MAC OS and Windows OS

<ul style="list-style-type: none"> • Read Speed: at least 400 Megabytes per second • Connectivity: at least USB 3.0 • With product warranty <p>2. Cloud Based Storage Subscription for Database Backup (Est. budget: PhP600,000)</p> <ul style="list-style-type: none"> • Institutional Account • At least 5TB Storage <p>Note: All meetings, workshops, or technical training to be conducted are inclusive of meals. For workshop or training, there should be a maximum of 10 participants for every module. A certificate shall be issued to participants for every workshop or training, "Certificate of Participation" for workshop and "Certificate of Completion" for training.</p>	
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Section VIII. Checklist of Technical and Financial Documents

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

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Bidding Form Annex A**); and
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) (**Bidding Form Annex B**) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or original copy of Notarized Bid Securing Declaration (**Bidding Form Annex C**); and
- ☐ (h) Conformity with the Technical Specifications under Section VII by signing the bidder’s compliance column of the TOR/Technical Specification and submission of the following:
 - 1. production/delivery schedule;
 - 2. manpower requirements/organizational structure; and
 - 3. **Guarantee for after sale services**; and
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS) (**Bidding Form Annex D**); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

III. Post-Qualification Requirements:

1. In case only the PhilGEPS Registration Certificate (Platinum Membership) was submitted during the bid opening, submit the certified true copies of the following:
 - (a) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
 - (b) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
 - (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
2. Latest Income/Business Tax Returns;
3. Certificate of PhilGEPS Registration;

4. Pictures of its principal place of business;
5. In case of Goods, submit brochures/prototype/actual sample of the products being offered or in case of Services, concept paper/write-up or description of the services being offered; which must be submitted on the date indicated in the post-qualification letter, addressed to the end-user, and certifies that it is the bidder's official and final offer. Non-submission of this requirement may be a ground for disqualification.
6. In case of procurement for manpower services, proof of contribution/remittance for SSS, Philhealth and Pag-ibig for the last six (6) months from the opening of bid; and
7. Other appropriate licenses and permits required by law as stated in the bidding documents/post-qualification letter.

Bidding Forms

Mandatory Submission of Bidding Forms

Annex A

STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

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

Ongoing, completed or awarded but not yet started projects for the period
_____ **(last four 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 four 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]

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
OIC – Chief, Accounting Division
Witness

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