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 428
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BIDDING DOCUMENTS

8TH PB CY2025 – SERVICES FOR THE DEVELOPMENT OF DOE ELECTRIFICATION SERVICE MONITORING SYSTEM (DESMS) UNDER DOE ELECTRIC POWER DATABASE MANAGEMENT SYSTEM (DEPDMS) FOR CY2025

(Purchase Request No. 02-0151-2025-02-0052)

Sixth Edition
July 2020

INVITATION TO BID FOR Services for the Development of DOE Electrification Service Monitoring System (DESMS) Under DOE Electric Power Database Management System (DEPDMS) for CY2025

1. The **Department of Energy (DOE)**, through the **General Appropriations Act 2025** intends to apply the sum of **Php9,000,000.00,** being the ABC to payments under the contract for **Services for the Development of DOE Electrification Service Monitoring System (DESMS) Under DOE Electric Power Database Management System (DEPDMS) for CY2025**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Department of Energy (DOE)** now invites bids for the above Procurement Project. 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 three (3) years from the date of submission and receipt of bids** 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) No. 9184.

   Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from **Department of Energy – Procurement Management Division** and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays from 8:00am to 4:00pm.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **10 April 2025** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184 in the amount of **Php9,000.00.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees *[*specify *the manner if it will be presented in person, by facsimile, or through electronic means.]*

   Procurement Management Division
   Department of Energy
   DOE Main Building, Energy Center,
   Rizal Drive, Bonifacio Global City
   Taguig City, Philippines 1632
   www.doe.gov.ph

   The DOE is implementing its digital Order of Payment System. Bidders are advised to:

1. Call the Procurement Management Division at 84792900 local 428 or send email to jlabad@doe.gov.ph, pmd@doe.gov.ph a day before their payment, with the following information:

    a. Company **Name** & **Address**
    b. Title of Item to Bid
    c. Contact Person
    d. Contact Number
    e. At least two (2) official email addresses

2. The supplier should respond "Yes" to the email that will be sent by DOE regarding the payment.

3. The Supplier will receive from DOE Accounting an approved Order of Payment.

4. The Supplier should present the approved Order of Payment to the DOE Treasury during payment and provide copy to Procurement Management Division or upon submission of Bid.

5. In the case of Bank Payment Deposit the Supplier shall ensure that the amount paid is as reflected in the Order of Payment and sent a copy of the Bank Deposit Slip together with the approved Order of Payment to the email address above or upon submission of Bid

The DOE also accepts payment for the bid documents through bank payment deposits (Landbank of the Philippines), **the amount to be paid thru Bank payment should be exclusive of bank and other charges**:

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name	:	DOE Trust Fund
Account No.	:	**3982-1098-59**
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

6. The **Department of Energy (DOE)** will hold a Pre-Bid Conference[1] on **24 April 2025 which will start at 8:00AM** at **DOE – Audio Visual Room,** which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **08:00 AM of 08 May 2025** 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 **08:00 AM of 08 May 2025**. Online submission is not yet available. Late bids shall not be accepted.

[1] May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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

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

9. Bid opening shall be on **08 May 2025 at 09:00AM, DOE – Audio Visual Room, DOE-Main Building.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. To minimize errors in the preparation of bids, bidders are strongly encouraged 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.

11. 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

12. For further information, please refer to:

    Jaymee Joy A. Deogracias
    Procurement Management Division
    DOE Main Bldg., Energy Center,
    Rizal Drive Bonifacio Global City,
    Taguig City, Philippines 1632
    Email address: bacsecretariat@doe.gov.ph
    Telephone/Facsimile: (02) 3479-2900 local 428; (02) 8541-4105
    Website: www.doe.gov.ph

13. You may visit the following websites:
    For downloading of Bidding Documents:
    https://doe.gov.ph/procurement/opportunities

(sgd)

Undersecretary GIOVANNI CARLO J. BACORDO
Chairperson
Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **Department of Energy (DOE)** wishes to receive Bids for the **Services for the Development of DOE Electrification Service Monitoring System (DESMS) Under DOE Electric Power Database Management System (DEPDMS) for CY2025** under **Purchase Request No. 02-0151-2025-02-0052**

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **General Appropriations Act (GAA) 2025** in the amount of **Php9,000,000.00**.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

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:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. **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 **24 April 2025** which **will start at 08:00 AM** at the **DOE – Audio Visual Room DOE BAC Main Office** 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 **three (3) years** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS.**

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 the **BDS.**

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[2] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **05 September 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

[2] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 Entity's 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 follows:

One 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

20.1. 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

a. Information that specifies and complements provisions of the ITB must be incorporated.

b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Similar contract related to the services for information system development and management, database management system, data gathering, collection, analytics, and system integration. b. completed within **three (3) years** prior to the deadline for the submission and receipt of bids.
7.1	**Subcontracting is not allowed**
12	The price of the Goods shall be quoted DDP – **Department of Energy** or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **2% of the Total ABC**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **5% of the Total ABC,** if bid security is in Surety Bond.
15	Each Bidder shall submit **one (1) original** and **two (2) copies** of the first and second components of its bid.
19.3	*Not applicable*
20.2	*No further instructions*
21.2	*No further instructions*

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 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. In addition to tests in the **SCC**, **Section VII (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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

a. Information that complements provisions of the GCC must be incorporated.

b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: The delivery terms applicable to the Contract are DDP delivered Department of Energy. In accordance with INCOTERMS." The delivery terms applicable to this Contract are delivered Department of Energy. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Mr. Marc Louie L. Olap – Chief, EPIMB-REAMD** **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: (a) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (b) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (c) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

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.

Regular and Recurring Services –

2.2 The terms of payment shall be as follows:

PAYMENT SCHEDULE

The SP shall be paid according to the following schedule:

No.	Scope of Works	Documentary Requirements	Payment Schedule	Delivery Period
1	Project Inception Report	Approved certificate of acceptance for the following items: ● Approved Inception Report ● Project kick-off and inception meeting ● Project Management plan ● Quality Management plan	10% of the Contract Price	10 days upon receipt of the Notice to Proceed (NTP)
2	Formulation of system *and database* design for the DESMS platform	Approved certificate of acceptance for the following items: ● Approved Business Requirements Documents (BRD) ● Approved UX Workshop document including mockups and prototypes ● Requirements Elicitation Workshops (REW) ● User Experience (UX) Workshop ● UX Workshop document	80% of the Contract Price	170 days upon receipt of the NTP
	System development, testing, and deployment	Approved certificate of acceptance for the following items: ● Deployment, installation, integration, and configuration of developed DESMS platform to DEPDMS		

				● User Acceptance Testing (UAT Scripts) ● Approved UAT documents ● System Go Live ● Vulnerability Assessment and Penetration Testing ● PIA Report ● Software License Certificate of its equivalent ● Test document o Test plans and designs o Test cases and procedures o Test scripts o Requirements vs. test case matrix o Test results and summary report o Defect and issue report ● Solution Specification Description Document o Functional specifications o Design specifications o Configuration settings o Requirements vs. design/features matrix o Source code for customized scripts and programs		

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<tr><td>3</td><td>Conduct of capacity-building activities and project completion</td><td>Approved certificate of acceptance for the following items:

● End-User and Administrator Training
● Administrator, Operational and Users' manuals
● Training manuals
● Training Certificates
● Terminal Report
● Minutes of the meeting
● Helpdesk support escalation process
● Instructional AVP materials, source codes, API specifications, database documentation, minutes of meetings, and deployment plan
● Business continuity and disaster recovery plan documents.

Approved Certificate of Project Acceptance by the end-user

Warranty Certificate</td><td>10% of the Contract Price</td><td>180 days upon receipt of the NTP</td></tr>
</table>
10% will be deducted as retention for every progress billing
</td></tr>
<tr><td>4</td><td>The inspections and tests that will be conducted are: As stated in the TOR/Specifications</td></tr>
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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.

Lot No.	Item	Delivery
1	Services for the Development of DOE Electrification Service Monitoring System (DESMS) Under DOE Electric Power Database Management System (DEPDMS) for CY2025	**One Hundred Eighty (180) Calendar Days upon receipt of Notice to Proceed**

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent*." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

TERMS OF REFERENCE/SPECIFICATIONS	Bidder's Statement of Compliance

PROCUREMENT OF SERVICES FOR THE DEVELOPMENT OF DOE ELECTRIFICATION SERVICE MONITORING SYSTEM (DESMS) UNDER DOE ELECTRIC POWER DATABASE MANAGEMENT SYSTEM (DEPDMS)

ABC:
PHP9,000,000.00

1. INTRODUCTION

This document provides the Terms of Reference (TOR) for the Procurement of Services for the Development of DOE Electrification Service Monitoring System (DESMS) - under the DEPDMS. DESMS is included in the DOE Information Systems Strategic Plan (ISSP) CY2024. This is derived in accordance with the Department of Energy (DOE) mandates and responsibilities or business processes under the EPIRA and its Implementing Rules and Regulations and the Microgrid Systems Act that mandate total electrification of the country through the implementation of National Total Electrification Roadmap.

Access to reliable and sustainable electrification is a critical factor for socio- economic development. Despite ongoing efforts, a significant number of households remain unenergized, unserved or underserved. To address this issue, the DOE aims to develop DESMS under the DEPDMS that encourage and facilitates voluntary reporting of unelectrified areas by concerned End-users who are currently residing in the area or other non-resident or concerned parties such as Power Stakeholders, NGOs, and LGUs for the DOE's appropriate action and available electrification solutions. These reports will then be check and validated in the information on the electrification plans and program of the Distribution Utilities (DUs), National Electrification Administration (NEA) and National Power Corporation (NPC) over said service areas. As the parent system, 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 ensures 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.

The Service Provider (SP) shall refer to this document in the performance of its responsibilities relative to the development of DESMS. This document will also help in the pricing, resourcing, and contract negotiations with prospective SPs during the procurement process. Some elements of this document will need to be elaborated in detail after awarding it to the SP to align and fit with the corresponding business process requirements.

2. OBJECTIVES

The objective of the project is to develop DESMS to collect, plan and program, verify, and analyze reported unenergized households and provide necessary profiles for the DOE, attached concerned Agencies, and concerned Distribution Utilities to address and provide electrification solutions.

3. SCOPE OF WORKS

The SP shall provide services and other components to deliver a complete and efficient DESMS platform. The SP's tasks shall cover the following but not limited to (please see Annex "**A**"):

1. Formulation of system and database design for the DESMS Platform,
2. System development and testing,
3. Provision of software components, and
4. Conduct of capacity-building activities.

4. FUNCTIONAL REQUIREMENTS

The SP shall design and develop the DESMS platform, including but not limited to the functional requirements outlined below.

4.1. Seamless Integration

4.1.1. The system must be designed and developed to seamlessly integrate with the DEPDMS database particularly user account records and Google maps. The system must be ready for integration with other DOE systems via Application Programming Interface (API) for data sharing and interoperability.

4.1.2. The platform must follow the database design of the current DEPDMS.

4.1.3. The platform must be set up and ready to support app development.

4.2. Admin Account Management and User Registration

4.2.1. There shall be a Role-Based Access Control (RBAC) to allow administrators to assign specific roles to users based on their responsibilities ensuring that they only have access to the resources necessary for their role and/or data security clearance.

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

4.2.3. User types with corresponding permissions:

Administrator

- Login to the system
- View dashboard
- Manage users
- Manage roles

EPIMB-REAMD Staff

- Login to the system
- View dashboard
- Verify submission
- Generate Reports
- Update Pre-loaded Data Sets
- View/Update Project status
- Search/Filter Reports

Concerned Agencies:

NEA staff

- Login to the system
- View dashboard
- Upload Electric Cooperative Plans and Reports
- Verify submission
- View/Update project status

NPC Staff

- Login to the system
- View dashboard
- Upload NPC Plans and Reports
- Verify submission
- View/Update project status

Distribution Utilities (DUs)

- Login to the system
- View dashboard
- Upload Electric Cooperative Plans and Reports
- Verify submission
- View/Update project status
- Received notification of report within its franchise area

Microgrid Systems Provider (MGSP)

- Login to the system
- View dashboard
- Upload Electric Cooperative Plans and Reports
- View/Update project status
- Received notification of report within its franchise area

Concerned End-user such as Household/Citizen/ NGO/ LGU/ Private Entity (for reporting of unenergized household/areas or underserved areas)

- Register and login to the system
- View dashboard
- Online submission of Unergized HHs/Areas
- Able to update the data/information provided
- Able to view and inquire on the status of own report

4.2.4. There must be a form where concerned End-users can register and/or Login to the DESMS.

4.2.5. There must be a centralized concerned End-user registration record to be stored under the DEPDMS database.

4.2.6. Individuals or groups interested in reporting unenergized households or underserved areas are required to register on the platform.

4.2.7. Concerned End-users are required to confirm their identity and provide additional details in support thereof.

For individuals:

- Complete Name (Last Name, First Name, MI)
- Complete Address (House/Building No., Street, Barangay/Sitio,

City/Municipality, Province, Zip Code)
- Mobile Number
- Valid ID (Scanned/Photographed)
- Email Address
- Gender
- Year of Birth

For groups:
- Type of Group (i.e., NGO, Private, LGUs, and Others)
- Group Name
- Complete Address (House/Building No., Street, Barangay/Sitio, City/Municipality, Province, Zip Code)
- Mobile Number
- Complete Name of Focal Person (Last Name, First Name, MI)
- Email Address of Focal Person

4.2.8. For the case of DU, NEA and NPC, a designated focal person will be required to register prior submission of reportorial requirements about DU/Agency's electrification plans and programs.

4.2.9. Upon successful registration, all concerned End-users will receive a one-time verification code in their registered email to proceed with the Log-in.

4.3. System Interface

4.3.1. Pre-loading of data and Information
- List of DUs and its franchise area coverage (down to Brgy Level)
- List of Service Areas of NPC
- List of MGSP services areas
- Electrification Status Yearly
- Previous and On-going Electrification Projects

4.3.2. The authorized admin shall be able to manage the data through frontend

4.4. Reporting Unenergized Household/Area or Underserved Area

4.4.1. There shall be a CRUD (Create, Read, Update, Delete) functionality for reporting of unenergized household/Area or Underserved Area.

4.4.2. An option to report by concerned End-users unenergized households/areas must be available through i) Report Unenergized Household, ii) Report Unenergized Area, iii) Report Underserved Area button, which includes the ability to utilize maps (with street view services) in accomplishing the form.

4.4.3. The reporting must include the form with the following question:
- Location details (House/Building No., Street, Barangay/Sitio, City/Municipality, Province, Zip Code)
- Geolocation (longitude and latitude) – automatically generated based on the location details
- Use Geo Mapping interface to pinpoint the exact location on the map
- Type of household (e.g., residential, commercial, among others)
- Number of occupants/households
- Any specific challenges or reasons for being unenergized or underserved
- Upload pictures or videos of the unenergized household/area or underserved area; accepts geo-tagged photo (Max of 25 MB)
- Number of households (for area)
- Date of Photos Taken
- Date of Reporting

- Previous connection
- Type of Land (Upland, Coastal, Island)
- Mode of Transportation (Vehicle/Motorcycle/Boat/Horse/Carabao)
- Others/Remarks

4.4.4. After the filling out of the form, concerned End-users shall be able to submit the report.
4.4.5. After receiving the report, the platform shall send an acknowledgment message to the concerned End-user and include the reported location on the dashboard map.
4.4.6. If there are any changes to the reported data, concerned End-users may modify the report they have filed. To track the modifications, a history of changes will be provided/displayed.

4.5. Data Aggregation
4.5.1. Collect and aggregate reported data of the following:
4.5.1.1. Unenergized household/area or underserved area by concerned End-user
4.5.1.2. Electrification Plans by DU/ECs through concerned Agencies.
4.5.1.3. Existing / Ongoing Projects by the MGSPs, DU/ECs through NEA and NPC

4.6. Data Analysis
4.6.1. Concerned Agencies can visually analyze the data through the google map to identify patterns and prioritize areas.
4.6.2. Able to identify available solutions for the reported areas based on DU/ECs through NEA and NPC submitted plans and programs.
4.6.3. Organize data based on geographical locations for better analysis and display data through maps for improved visualization.
4.6.4. The map should display information of highly needed areas based on the report of the concerned End-users.

4.7. Electrification Solutions
4.7.1. Identify available and/or propose applicable electrification solutions based on map analysis and criteria of area's profile with level of prioritization.

4.8. Validation of concerned Agencies/DU/MGSP

4.8.1. Concerned Agencies/DU/MGSP to validate the reported household/area.
4.8.2. For reported areas that were already part of the DU and NPC plans, the platform should be able to notify the concern DU/NPC to further validate the status and/or timeline of implementation of planned electrification projects;
4.8.3. For reported areas that were not part of the submitted DU/NPC's plan, the DU/NPC shall conduct validation of the applicability of the system's proposed electrification solution matching the profile of said unenergized area.
4.8.4. Once validated, the concerned Agencies/DU/MGSP shall submit the plan to energize the reported household/Area
4.8.5. Concerned agencies/DU/MGSP must have access to a secure portal with a Google Map interface.
4.8.6. Display reported unenergized household/area or underserved area and with detailed information.

4.8.7. Include a feature that notify/informs the concerned Agencies/DU/MGSP on the report of the concerned End-users.

4.9. Forum

This is to provide a venue for immediate response to queries, discussion that may serve a common reference to all users of the system.

4.9.1. Establish a communication channel with CRUD (Create, Read, Update, Delete) functionality between the concerned Agency and concerned End-users who reported the Unserved and Underserved area (forum style) with the DOE as the moderator.

4.9.2. Concerned End-users are able to inquire about the status of their report.

4.9.3. Concerned Agencies shall provide updates on the status of electrification effort in the reported areas of the concerned End-user (e.g. for inspection, on-going, completed) through the platform.

4.10. Monitoring

4.10.1. Continuously monitoring of electrification projects through updates received from concerned Agencies/MGSP for the reported areas.

4.11. Dashboard and Pages

4.11.1. Contains various dynamic and user-friendly dashboards and reports based on the collected information.

4.11.2. Map displaying the DUs' LTER targets and latest HH electrification status

4.11.3. Contains but not limited to the following menu items:

- About
- Map view
- Summary Data
- Frequently Asked Questions (FAQs)
- Forum
- Announcements
- Contact Us

4.12. DESMS Report to DOE

4.12.1. Monthly Report - Status

4.12.2. Summary of report per Island (Luzon, Visayas, Mindanao)

4.12.3. View the reported information/details and status of report

4.12.4. Able to inquire on the status of report

4.12.5. Map with location of the reported household/area and its status

4.12.6. Proposed the electrification solutions in the reported areas with level of prioritization

4.12.7. Unserved and underserved Areas

4.13. Online submission of DUs/NPC/MGSP

There shall be a submission form for the following:

4.13.1. Submission by DUs of their LTER

4.13.2. Submission by NEA, NPC and other DUs of monthly status of household electrification within DU franchise/service areas

4.13.3. Submission by NPC of their Graduation Masterplan

4.13.4. Submission by MGSP the Electrification Master Plan

4.14. All web-based application systems must have an Application Programming Interface (API) for interoperability and data sharing with other stakeholders. The detailed

requirements are as follows:

API Requirement	Description
API Design and Implementation	The systems shall include a well-defined Application Programming Interface (API) designed to facilitate interoperability and seamless data exchange with external stakeholders. The API shall adhere to industry standards and best practices for web services.
Data Format Compatibility	The API shall support multiple data formats to ensure compatibility with a wide range of systems and stakeholders. This includes but is not limited to JSON, XML, and CSV.
Security Protocols	The API shall implement robust security protocols to safeguard data during transit and at rest. This includes encryption, authentication mechanisms, and access control measures to protect sensitive information from unauthorized access or tampering.
Documentation	Comprehensive documentation for the API shall be provided, including endpoints, request/response formats, authentication procedures, error handling, and usage examples. This documentation shall be regularly updated to reflect any changes or enhancements to the API.
Scalability and Performance	The API infrastructure shall be designed to scale efficiently to accommodate increasing data volumes and user loads. Performance benchmarks shall be established and monitored to ensure optimal system responsiveness and reliability.
Compliance and Standards	The API shall comply with relevant industry standards or any other applicable laws, guidelines, and regulations governing data sharing and interoperability.
Versioning and Backward Compatibility	The API shall support versioning to allow for the introduction of new features or changes without disrupting existing integrations. Backward compatibility with previous API versions shall be maintained to ensure seamless transition for users and stakeholders.
Monitoring and Analytics	The system shall include monitoring tools to track API usage, performance metrics, and error rates. Analytics capabilities shall be provided to analyze data exchange patterns and identify areas for optimization or improvement.
Support and Maintenance	Technical support and maintenance services shall be provided to address any issues or challenges

	encountered with the API implementation. This includes troubleshooting, bug fixes, and periodic updates to address security vulnerabilities or improve functionality.
Collaboration with Stakeholders	Close collaboration with relevant stakeholders shall be maintained throughout the API development process to gather requirements, solicit feedback, and ensure alignment with business objectives and user needs.

4.15. A multi-factor authentication (MFA) method shall be implemented to enhance security by requiring users to provide multiple forms of verification for system access. The Service Provider (SP) shall implement a minimum of one (1) MFA method, including One-Time PIN via email or mobile number. Users shall have the option to enable or disable MFA via their profiles. As part of the registration process, users are required to provide their Mobile Number and Email Address. These details shall be verified by receiving separate PINs, one sent to their mobile number and another to their email address, which must be entered into the registration form before completion. Only username and password shall be the required login credentials by default.

4.16. There shall be a reCAPTCHA to protect against automated attacks.

4.17. The SP shall ensure that all software components (core frameworks, JavaScript/CSS components, drivers, plugins, etc.) used are up-to-date and free from any vulnerabilities.

5. NON-FUNCTIONAL REQUIREMENTS

The DESMS platform's 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:

5.1. Assurance and Security

5.1.1. Confidentiality

5.1.1.1. The platform shall allow access from outside the DOE network.

5.1.1.2. The system shall not allow unauthorized users to access the data.

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

5.1.2. Integrity

5.1.2.1. The platform shall maintain referential integrity of data when integration is run or rerun automatically or manually.

5.1.3. Monitoring, audit, and accountability

5.1.3.1. The system shall archive unstructured files and create reports older than the configurable age to a file server.

5.1.3.2. 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.

5.2. Constraints

5.2.1. The SP 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 SP

5.3. Usability

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

5.3.2. The system shall alert users to the completion of processing tasks by automatic notification.

5.3.3. Upload or download (if necessary) of data or graphical user interface web pages containing less than 1MB of data shall load within 3 seconds.

5.3.4. Upload and download times for larger amounts of data should scale roughly linearly, not exponentially.

5.3.5. The web-based application system must adhere to the common look and feel established by the DOE Portal (https://staging.doe.gov.ph) to ensure consistency and maintain the branding identity of the agency.

5.3.6. It should support multiple languages and be accessible to users with disabilities, complying with WCAG 2.1 guidelines.

5.4. Management

5.4.1. Documentation (refer to item 7.4)

5.4.2. The system shall provide context sensitive online help to users.

5.4.3. For customized/modified software product, the system shall be supplied with a solution specification description document containing:

5.4.3.1. Functional specifications

5.4.3.2. Design specifications

5.4.3.3. Proposed Configuration Settings

5.4.3.4. Requirements vs. design features matrix

5.4.3.5. Requirements vs. test scripts matrix

5.4.4. The SP shall supply an operational administration manual for the system.

5.4.5. The SP shall supply a user manual for the system

5.4.6. The SP shall supply a training manual for the system

5.4.7. The SP shall supply an as-built document for the system including:

5.4.7.1. For customized/modified software product, Final Design specifications

5.4.7.2. Actual configuration settings

5.4.7.3. Known issues

5.4.8. The SP shall provide recommendations for business continuity and disaster recovery plans for the system.

5.4.8.1. Compatibility

5.4.8.1.1. The system should be compatible with a wide range of devices and browsers, including mobile devices and popular web browsers.

5.4.8.1.2. It should integrate seamlessly with existing third-party systems and APIs.

5.4.8.2. Maintainability

5.4.8.2.1. The system should be built using modular and well-documented code to facilitate ease of maintenance and future enhancements.

5.4.8.2.2. It should include logging and monitoring functionalities to assist in troubleshooting and debugging.

5.4.8.3. Regulatory Compliance

5.4.8.3.1. The system should comply with the data classification requirements as mandated by the Cloud First Policy.

5.4.8.3.2. The system must comply with the Data Privacy Act of 2012. The detailed requirements are as follows:

Data Privacy Requirement	Description
Data Handling and Protection	The system must be designed to ensure that personal data is collected, processed, stored, and disposed of in accordance with the law. This includes implementing appropriate technical measures to protect against unauthorized access, disclosure, alteration, or destruction of personal information.
Consent Management	The system shall incorporate mechanisms for obtaining and managing user consent for the collection and processing of personal data in compliance with the requirements of the Data Privacy Act. This includes providing clear and transparent information to users regarding the purposes for which their data is being collected and processed, as well as obtaining explicit consent where necessary.
Data Minimization and Retention	The system shall be designed to employ data minimization by limiting the collection and retention of personal information to what is necessary for the specified purposes. Personal disposal data shall be retained only for as long as required to fulfill the purposes for which it was collected, and shall be securesed of once no longer needed, in accordance with the retention periods specified in the Data Privacy Act.
Security Safeguards	The system shall implement appropriate security safeguards to protect personal data against unauthorized access, disclosure, alteration, or destruction, as required by the Data Privacy Act. This includes but is not limited to encryption, access controls, and pseudonymization to mitigate risks to data security.
Conduct of Privacy Impact Assessment (PIA)	The service provider shall conduct a Privacy Impact Assessment (PIA) to evaluate the privacy

	implications of the proposed information system. The PIA shall assess the collection, processing, storage, and transmission of personal information within the information system. The PIA shall identify potential privacy risks, vulnerabilities, and mitigation measures associated with the information system.
Submission and approval of PIA Report	The service provider shall submit a comprehensive PIA report to the DOE upon completion of the assessment. The PIA report shall include an executive summary, detailed analysis of privacy risks, recommendations for mitigating risks, and any other relevant documentation. The PIA report shall be subject to review and approval by DOE.

Note:

1. 10% will be deducted as retention for every progress billing
2. Retention of 10% shall be deducted, refundable after one (1) year technical support period.
3. The service provider shall issue an official billing statement for each progress billing. For billing purposes, the service provider shall provide hard and electronic copies of the billing at each corresponding activity.

6. SOFTWARE DEVELOPMENT METHODOLOGY AND TECHNOLOGY STACKS

6.1. The SP shall use Agile Software Development Methodology.

6.2. The following technologies are the minimum requirements for the development of the platform:

- 6.2.1. PHP and Code Igniter Framework (Latest version)
- 6.2.2. MS SQL server 2022
- 6.2.3. Apache (Latest version)
- 6.2.4. OS: Windows (Latest version)

7. TERMS AND CONDITIONS

7.1. **Licenses**

Software licenses including third party software shall cover all platforms needed for the development, test including User Acceptance Testing (UAT) and production environments. Production licenses shall be of enterprise type and full use entitlement.

DOE's test licenses can be limited to an optimal number ideal for small testing 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 SP in the development and test environments shall be for the account of the SP and its cost shall not be included in the financial proposal. Further, SP shall shoulder the licenses for the development and test environment in case of any delay in the development process.

7.2. **Quality Control**

The system development emphasis is quality control oriented, test centric and test intensive. All test documents shall be provided by the SP to the DOE. The SP testing team during the DESMS platform implementation shall be under the supervision of DOE when conducting all the scheduled testing activities. Said testing activities shall be performed at the SP's development environment. The different levels of testing to be performed by the SP and supervised by the DOE are the following:

7.2.1. User Acceptance Tests (UAT) are to be done in a separate project activity where the DOE and the SP shall conduct tests using DOE's test and production environments on-site.

7.2.2. For developed software product:

7.2.2.1. 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)

7.2.2.2. Component Integration Testing - test of integration between component units.

7.2.2.3. 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.

7.2.2.4. Regression Testing - ensures that previously developed and tested software continues to function as expected after changes are made, such as integration, patch updates or bug fixes.

7.2.2.5. 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.

7.3. **Training**

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

7.3.1. End-user Training (DOE , concerned Agencies, MGSP and DUs).

7.3.2. Administrators' (System and Database) Training.

7.3.3. Technical Training for concerned DOE personnel (EPIMB and ITMS) focused on how the DESMS platform was created, installed, configured and integrated.

7.3.4. Create a brief instructional video (not shorter than 2 minutes) content on how to use the web-based platform.

7.4. **Documentation**

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

7.4.1. Inception Report
7.4.2. Project Management plan
7.4.3. Quality Management plan
7.4.4. Business Requirements Document (BRD)
7.4.5. System Mockups/Prototypes
7.4.6. Administrator, Operational and Users' manuals
7.4.7. Training manuals
7.4.8. Configuration Documentation
7.4.9. Data Dictionaries and Database setup and maintenance
7.4.10. Entity relationship diagrams
7.4.11. Helpdesk support escalation process
7.4.12. Business continuity and disaster recovery plan documents
7.4.13. Minutes of the meeting
7.4.14. Deployment Plan

7.4.13.1. Installation date and estimated duration
7.4.13.2. Installation resources needed
7.4.13.3. As-built documents
7.4.13.4. Software release notes including known issues
7.4.13.5. Rollback or Back out plan

7.4.15. For system development:

7.4.14.1. Test documents
7.4.14.1.1. Test plans and designs
7.4.14.1.2. Test cases and procedures
7.4.14.1.3. Test scripts
7.4.14.1.4. Requirements vs. test case matrix
7.4.14.1.5. Test results and summary report
7.4.14.1.6. Defect and issue report

7.4.14.2. Solution Specification Description Document

7.4.14.2.1. Functional specifications
7.4.14.2.2. Design specifications
7.4.14.2.3. Configuration settings
7.4.14.2.4. Requirements vs. design/features matrix
7.4.14.2.5. Source code for customized scripts and programs

7.5. **Acceptance**

The DOE shall approve each piece of deliverable. The acceptance review of any piece of work shall be within 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.

7.6. **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.

7.7. **Project Resources**

The SP shall ensure adequate number of manpower available throughout the project. The SP 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 SP 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.

7.8. **Ownership**

All materials, equipment, and software systems including source codes developed and used under this contracted-out service delivery shall be owned by the DOE with all copyright and other intellectual property rights associated with the deliverables under the project.

7.9. **Confidentiality**

7.9.1. All data or information received or gathered by the SP, its employees, and agents in the course of or in the performance of their obligations under this Project shall be deemed and kept confidential. Such data or information shall not be used, copied, reproduced, or divulged by the SP, 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 SP 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 Project. Furthermore, the SP shall protect Confidential Information with reasonable precautions and in accordance with applicable laws, rules, and regulations.

7.9.2. In no event shall the SP 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.

7.9.3. 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.

7.9.4. The SP agrees that the disclosure of any of the 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.

7.10. **SP's Undertakings**

The SP represents and warrants that:

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

7.10.2. The services performed under this Project will be compatible and operate in conjunction with DOE's production environment.

7.11. **Delay**

In the event of delay in the specified delivery date or non-conformance of each Deliverable as herein stated, solely attributable to the fault or negligence of SP, 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 SP's performance.

7.12. Proof of Concept

To realize the DESMS platform requirements specified in this document of its feasibility, a Proof of Concept (POC) shall be demonstrated by the SP during the post-qualification evaluation. It should cover a demonstration in principle to verify that the concept of the offered product or solution can potentially address the DESMS platform requirements.

If the Service Provider (SP) is unable to establish the Proof of Concept (POC) during the post-qualification stage, a non-extendable additional three (3) calendar days will be provided for them to comply. Failure to establish the POC within this period will result in disqualification

7.13. Bill of Materials

The SP must provide a Bill of Materials for all software licenses (perpetual), annual subscriptions, services, etc., as part of its financial bid.

Sample template:

Item No.	Description	Qty	Unit	Unit Price (PhP)	Total (PhP)
DESMS System					
1	Perpetual License – Specify (if any)	1	License	1.00	1.00
2	Subscription License – Google Map API	1	License	1.00	1.00
3	Service – System Development	1	Service	1.00	1.00
Total Cost					**3.00**

Legend:
Item No.: Sequential numbering of items.
Description: Name or description of the item (e.g., specific perpetual software license, specific annual software subscription and specific service description).
Quantity: Number of units/licenses/subscriptions.
Unit: Type of unit (e.g., License, Unit, Service).
Unit Price: Price per unit in PhP.
Total Price: Total cost for the quantity specified in Php.
Total Cost: Overall total cost of all items listed in PhP.

7.14. Other requirements

The SP shall provide any additional necessary requirements not explicitly detailed in this TOR that are essential for the successful implementation of the project at no additional cost to the DOE.

8. EXPECTED DELIVERABLES

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

No	Scope of Works	Activities/ Deliverables	Delivery Period
1	Project Inception	● Project kick-off and inception meeting ● Inception Report ● Project Management plan ● Quality Management plan	Within 10 days upon receipt of the Notice to Proceed (NTP)
2	Formulation of	● Requirements Elicitation Workshops	Within 50 days

	system and database design for the DESMS platform	(REW) ● Business Requirements Documents (BRD) ● Mockups and prototypes ● User Experience (UX) Workshop ● UX Workshop document	upon receipt of the NTP	
3	System development, testing, and deployment	● Deployment, installation, integration, and configuration of developed DESMS platform to DEPDMS ● User Acceptance Testing (UAT Scripts) ● Approved UAT documents ● System Go Live ● Vulnerability Assessment and Penetration Testing ● PIA Report ● Software License Certificate of its equivalent ● Test documents o Test plans and designs o Test cases and procedures o Test scripts o Requirements vs. test case matrix o Test results and summary report o Defect and issue report ● Solution Specification Description Document o Functional specifications o Design specifications o Configuration settings o Requirements vs. design/features matrix o Source code for customized scripts and programs	Within 170 days upon receipt of the NTP	

4	Conduct of capacity-building activities and project completion	● End-User and Administrator Training ● Administrator, Operational and Users' manuals ● Training manuals ● Terminal Report ● Minutes of the meeting ● Helpdesk support escalation process ● Training Certificates ● Certificate of Acceptance for user and administrator manuals, instructional AVP materials, source codes, API specifications, and database documentation ● Business continuity and disaster recovery plan documents	Within 180 days upon receipt of the NTP.

9. RESPONSIBILITIES

The Service Provider shall:

a. Coordinate with the EPIMB as required.
b. Ensure timely delivery of outputs.
c. Provide all necessary equipment and manpower needed for the completion of the Project
d. Shoulder the cost of conducting training, excluding travel expenses and other costs associated with the completion of the Project
e. Execute a Non-Disclosure Agreement in line with the Data Privacy Act, its rules and regulations, and the DOE Data Privacy Policy upon commencement of the project.
f. Provide one (1) year of maintenance and technical support after the project implementation period. The Technical support includes but is not limited to:
    - Server Management
    - 24/7 support on system bug and error correction
    - Support on data migration
    - Provide technical assistance to the system owner/administrator for the conduct of scheduled backup and testing activities, full system restoration exercises, and actual system restoration.
    - Provide an automated backup and restoration management tool using a full and incremental method.
    - To ensure optimal performance, the SP shall regularly check the system and server health, including system updates, security patches, and other necessary upgrades during the project implementation and technical support.
    - Other technical consultations.

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

Table 1. Investigation/Response Time of Reported Application Issue

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

Table 2. Priority Level Classifications

Priority Level	**Description**	**Example Request***
1 – Very High	Issues that compromise the data-security and integrity of the System (data theft / loss / alteration) and / or prevents the access of Users to the System.	Cyber Attacks, Auto-generated and continuous applications that flood the System, Landing Page issues
2 – High	Issues that lead to the inability to process system actions (at any part of the process) but does not pose any of the risks covered by Priority Level 1.	Issues that disable application submission / approval / evaluation
3 – Medium	Issues that comprise of errors that trigger confusion for the users which lead to an increased difficulty in operations or the requirement of workarounds but does not result to risks as high as either Priority Level 1 or 2.	Very Slow System Response, Problems with Auto-Generated Files, , Inability to upload or download files

4 – Low	Issues that comprise of minimum risk errors that do not have a direct effect on the normal functionality of the System or the experience of the Users but should still be corrected.	Text related issues (wrong spellings, wrong font size / style, wrong wordings), visible aesthetic issues, wrong values showing up in certain data fields.

* List not exclusive

The End-user shall:

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

10. BIDDER'S MINIMUM TECHNICAL QUALIFICATIONS

Among the criteria that the SP will have to establish to ensure continuity of project activities are the following:

- The SP shall have a track record and experience of at least (5) years relative to Information and Communication Technology (ICT) services such as information system development and management, among others. In this regard, the SP shall submit a very satisfactory rating from previous engagements with the government or the private sector.

- The SP shall have completed or ongoing projects of at least (5) web-based application system development/enhancement and/or Data Analytics services on energy-related government or private systems/projects in the last (3) years.

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

1. The SP must provide notarized Curriculum Vitae (CVs) of their proposed staff clearly showing the relevant skills and work experience which shall be validated during the post-qualification evaluation. They may propose additional staffing to complement the skills of their proposed staff at no additional cost to the DOE.

2. The SP's proposed staff must be consisting of the following roles:

Personnel	Role/Qualification		Min. No.
Project Manager	Role:	Responsible for the execution of the project	1
	Experience:	At least five (5) years in project management	
	Education:	CS/IT Degree or a related field	
	Certification:	Certified Project Management Professional or equivalent	
Business Analyst	Role:	Responsible for analyzing business processes, identifying areas for improvement, and implementing solutions to enhance operational efficiency	1
	Experience:	At least five (5) years in business analysis	
	Education:	CS/IT Degree or a related field	
	Certification:	Certified Business Analysis Professional or equivalent	
Database Specialist	Role:	Responsible for designing, developing, installing, administering, maintaining and performance tuning of databases	1
	Experience:	At least three (3) years in designing and implementing RDBMS or No-SQL databases	
	Education:	CS/IT Degree or a related field	
	Certification:	Certified Database Professional or equivalent	
Full Stack Developers	Role:	Responsible for developing and testing both the front-end and back-end components of web applications	2
	Experience:	At least five (5) years in software development	
	Education:	CS/IT Degree	
	Certification:	Certified Full Stack Developer or equivalent	
User Interface/ User Experience (UI/UX) Designer	Role:	Responsible for designing and enhancing the user interfaces and user experiences of a software product/solution	1
	Experience:	At least three (3) years in software development	
	Education:	CS/IT Degree or a related field such as Graphic Design or Human-Computer Interaction	
	Certification:	Certified UX Professional or equivalent	
Quality Assurance Engineer	Role:	Responsible for ensuring that software products and systems meet established quality standards and are free of defects	1
	Experience:	At least three (3) years of experience in software quality assurance or software testing and use of automated testing tools and frameworks	
	Education:	CS/IT Degree or a related field	
	Certification:	Certified Software Quality Engineer or equivalent	
Data Privacy Specialist	Role:	Responsible for ensuring that an organization complies with data protection laws and regulations	1
	Experience:	At least two (2) years in data privacy and data protection	
	Education:	CS/IT/Law Degree or a related field	

	Certification:	Certified Data Privacy Professional or equivalent	
Solutions Architect/ Network and System Administrator	Role:	Responsible for designing and building technical solutions that align with business needs, integrating different technologies to create effective and scalable systems	1
	Experience:	At least three (3) years in solutions architecture	
	Education:	CS/IT Degree or a related field	
	Certification:	Certified Solutions Architect or equivalent	

1. 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 DESMS Platform PMT-TWG.

2. The SP shall install and configure the platform in the production environment and shall follow the "Principles of Least Astonishment" (POLA).

3. The SP shall comply with the requirements essential to the software product, project management and development process.

11. PROJECT DURATION AND TIMELINE

The estimated project duration for the development of the DESMS Platform 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 DESMS Platform Project Management Team - Technical Working Group (PMT-TWG). Project completion shall be acknowledged by the DOE through submission/approval of Project Completion Acknowledgement Form.

12. ALLOCATED BUDGET: PHP 9,000,000.00

Annex A

Detailed Scope of Work (SW)

Preliminaries: Formulation of Project Inception Report

1. Conducts project kick-off and inception meeting;
2. Prepares inception report; and
3. Approves inception report.

SW-1: Formulation of system *and database* design for the DESMS Platform

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 logical and physical database design
   - Entity Relationship Diagram (ERD)
   - Relational Schema
   - Relational Database Management System (RDBMS) using MSSQL
6. Develops system mock-ups/prototypes and develop product backlogs
7. Develops Business Requirement Document (BRD); the BRD shall be a comprehensive design documentation to include all system and database designs;
8. Identification of Hardware and Software requirements;
9. 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;
10. Conducts User Experience (UX) Workshop (at least 3 workshops);
11. Approves all system design documents; and
12. Provides supplies and materials essential to the above activities.

Note: The initial design document of the system must be submitted within 35 days upon receipt of NTP.

SW-2: System development, testing, and deployment

1. Conducts Software Development, Testing and Deployment
   - Develops source codes/programs
   - Conducts unit testing using dummy or live data
   - Prepares system environment/platform
   - Conducts system quality testing for error corrections or modifications, and performance improvement
   - Prepares UAT scripts
   - Conducts User Acceptance Testing (UAT - at least 3 testing), Real Environment Testing (RET - at least 3 testing), and Pilot Testing
   - Approves all testing documents;
   - Installs, configures, setup and commissioning of the platform in the DEPDMS server

- *The SP must subject the enhanced portal to a Vulnerability Assessment and Penetration Testing (VAPT), to be conducted by a third-party provider which is not affiliated with the SP and a duly certified VAPT provider by the Department of Information and Communications Technology (DICT). The VAPT shall be conducted once the system is fully deployed in the production environment. The SP shall ensure that the system successfully passed the VAPT without any findings whether critical, major, moderate, or low severity vulnerability. This shall also be subject to the CERT-PH's VAPT to ensure that the service provider has remediated all vulnerabilities before the acceptance of the system.*
- *In time the system is accessible publicly under the doe.gov.ph domain, it would be subjected to the monthly Project SONAR by the DICT. The SP must adhere and act on the findings and recommendation of the DICT.*

2. Conducts Software Transitioning and Completion
   - Prepares, converts and cleans data and populates the database
   - Approves all documentary requirements

SW-3 Provision of Software

The EPIMB shall provide the necessary servers for both staging and production environments for the DESMS platform. Additionally, as part of the training and testing toolkit, the SP shall provide the following ICT resources to DOE:

ICT Software Requirements

No.	Item	Qty	Minimum Specifications
1	Google Map Subscription *(One (1) year subscription to commence from the date of acceptance of the project*)	1	● Latest version of Google map ● With street view capability ● Image capture capability

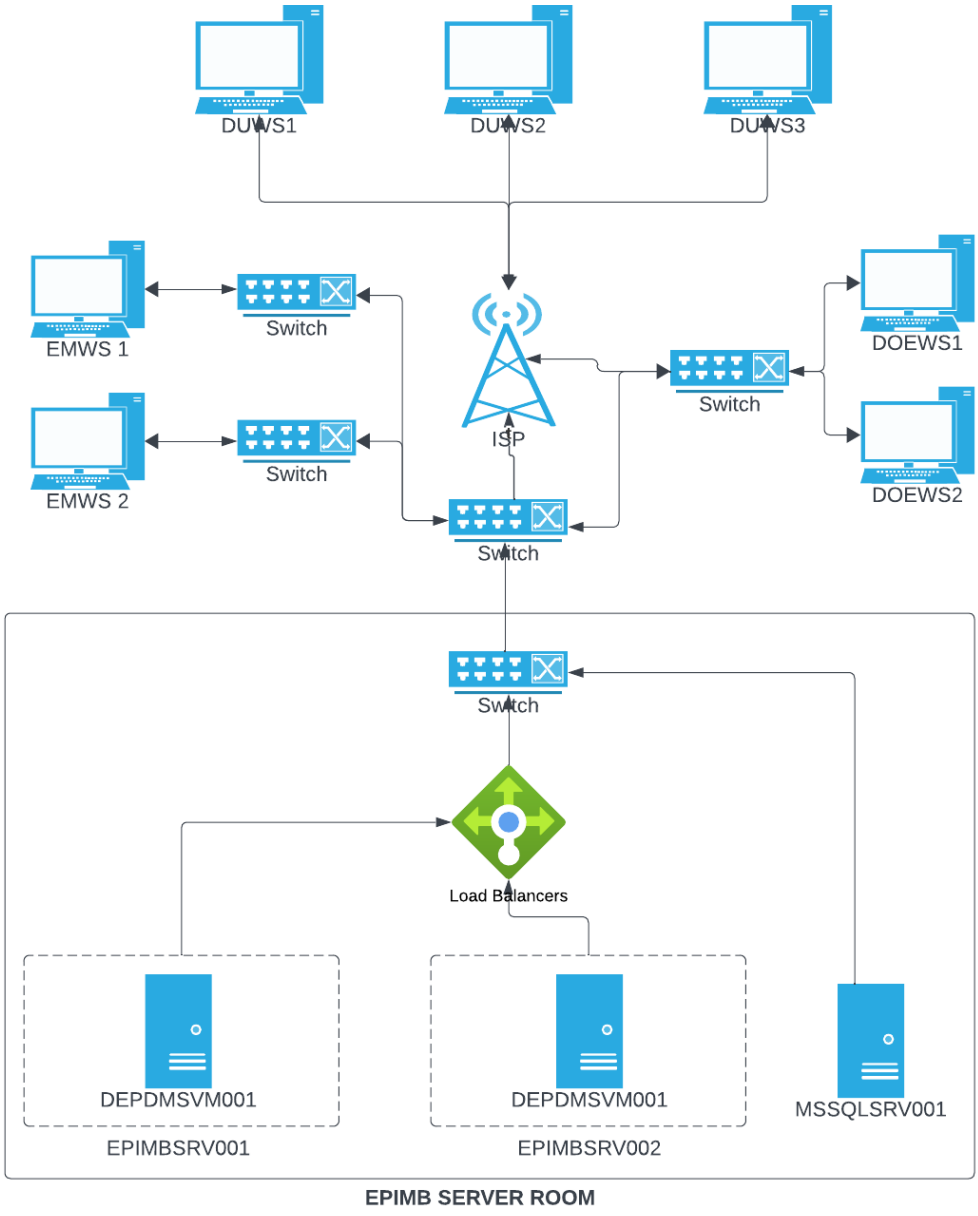
SW-4 Conduct of capacity-building activities and project completion

1. Conducts Software Training
   - Software Administration and End-user Training
2. Submits complete documentation/artifacts
   - Source codes
   - User and Administrator Manuals
   - Instructional AVP Materials
   - API Specifications
   - Database Documentation
   - server/database/account credentials, among others
   - Project Management plan
   - Quality Management plan
   - Business Requirements Document (BRD)
   - System Mockups/Prototypes

- Administrator, Operational and Users' manuals
- Training manuals
- Configuration Documentation
- Data Dictionaries
- Database setup and maintenance
- Entity relationship diagrams
- Helpdesk support escalation process
- Disaster Recovery Plan
- Minutes of the meeting
- Deployment Plan
    - 6.4.8.1. Installation date and estimated duration
    - 6.4.8.2. Installation resources needed
    - 6.4.8.3. As-built documents
    - 6.4.8.4. Software release notes including known issues
    - 6.4.8.5. Rollback or Back out plan
- For system development:
    - 6.4.9.1. Test documents
        - 6.4.9.1.1. Test plans and designs
        - 6.4.9.1.2. Test cases and procedures
        - 6.4.9.1.3. Test scripts
        - 6.4.9.1.4. Requirements vs. test case matrix
        - 6.4.9.1.5. Test results and summary report
        - 6.4.9.1.6. Defect and issue report
    - 6.4.9.2. Solution Specification Description Document
        - 6.4.9.2.1. Functional specifications
        - 6.4.9.2.2. Design specifications
        - 6.4.9.2.3. Configuration settings
        - 6.4.9.2.4. Requirements vs. design/features matrix
        - 6.4.9.2.5. Source code for customized scripts and programs

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.

Annex B
Architectural Diagram



The 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.

DATABASE

DESMS Database

Pre loaded data/info

- List of DUs and its franchise area coverage (down to Brgy Level)
- List of Service Areas of NPC
- List of MGSP services areas
- Electrification Status Yearly
- Previous and On-going Electrification Projects

DB Design of DEPDMS

SYSTEM INTEGRATION

DEPDMS

EDIMS

EPMES

DESMS

DOE Electrification Service Monitoring System

Phase 1:

Reporting of Submitted Information
Connected to Google Maps
Validation process of concerned agencies

Phase 2:

Android Development

Pages

- About
- Map view
- Summary Data
- Frequently Asked Questions (FAQs)
- Forum
- Announcements

User Login/ Registration / Verification

- Individuals
- Groups (i.e., NGO, Private, LGUs, and Others)
- DUs/NPC/NEA will have an account registration and will require login prior submission of reportial requirements

- The users will receive a one-time verification code to their registered email/mobile number to proceed with the Log-in.

USERs FEEDBACK AND COMMUNICATION

- Forum style of communication channel between agency and end-users
- Provide updates and developments with latest photos on electrification efforts made in the reported household/area
- End-user are able to inquire with the status of their report

REGISTERED USERS

ONLINE SUBMISSION of the public

- Submission of reports through **reporting of Unenergized Household/Area or Underserved Areas**
- **Automated acknowledgement message will be issued of successful submission of report**

- using pre-defined Reporting Form

- utilizing Google Maps with Street View Services

ONLINE SUBMISSION of DUs/NPC/MGSPs PLAN

- Submission by DUs of their **LTER**
- Submission by NEA, NPC and Other DUs of **monthly status of HH** electrification within DU franchise/service areas
- Submission by NPC of their **Graduation Masterplan**
- MGSP Electrification Plan

Confirmation, Jen how about the confirmation of submission by public/DUs/NPC/MGSP's plan?

- Automated acknowledgement message will be issued of successful submission of report

MONITORING

- Administrator to review the report

Data Aggregation

- Collect and aggregate reported data of the following:
  - unenergized household/area or underserved area by Enduser
  - Electrification Plans by DU/ECs through NEA and NPC
  - Existing / Ongoing Projects by the MGSPs, DU/ECs through NEA and NPC
- Organize in database on geographical locations

Data Analytics

- Data Visualization through Google Maps to identify patterns and prioritize Areas
- Present available solutions for the reported areas based on DU/ECs through NEA and NPC submitted plans and program or
- Propose Electrification Solutions in reported Areas with level of prioritization

Electrification Solutions

- Identify available and/or propose applicable electrification solutions based on map analysis and criteria set by the DOE

- utilizing Google Maps with Street View Services

VALIDATION

- Concerned Agencies/DU/MGSP to validate the reported household/area
- For reported areas that were already part of the DU and NPC plans, the System should be able to notify the concern DU/NPC to further validate the status and/or timeline of implementation of planned electrification projects;
- For reported area that were not part of the submitted DU/NPC's plan, the DU/NPC shall conduct validation of the applicability of the system's proposed electrification solution matching profile of said unenergized area

CROWDSOURCING REPORT / OUTPUT

DESMS Report to DOE

- Monthly Report - Status
- Summary of report per Island (Luzon, Visayas, Mindanao)
- View the reported information/details and status of report
- Map with location of the reported household/area
- Map should display the information of highly need areas based on the report of end-user.
- Proposed the electrification solutions in the reported areas with level of prioritization
- Unserved and underserved Areas

Dashboards

- Contains various dynamic and user-friendly dashboards and reports based on the collected information.

- Map displaying the DUs' LTER targets and latest HH electrification status

- utilizing Google Maps with Street View Services

Management of Pre-loaded Data

- Admin to manage (update) Pre loaded data/info if necessary
  - List of DUs and its franchise area coverage (down to Brgy Level)
  - List of Service Areas of NPC
  - List of MGSP services areas
  - Electrification Status Yearly
  - Previous and On-going Electrification Projects

User Account Management

- User Registration
  - will receive Verification Code
- Roles
  - Admin
  - EPIMB-REAMD Staff
  - NEA/NPC Staff
  - DU
  - MGSP
  - Concerned Household/ Citizen/ NGO/ LGU/ Private Entity (for reporting of unenergized household/areas
- Permissions
- Access Level

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR**;
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, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, as stated in Section VII. Technical Specification; **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, AND/OR AWARDED CONTRACTS

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

Ongoing, and/or awarded but not yet started projects for the period: last three (3) 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 three (3) 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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 and Services
[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
of agentCurrencyCommission 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 of: _____

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]*	*[Insert Name and Signature]* *[Insert Signatory's Legal Capacity]*
for: **Department of Energy**	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]