



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

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

Global City, Taguig City, Philippines 1632

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

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BIDDING DOCUMENTS

*REBIDDING OF THE SUPPLY, DELIVERY INSTALLATION AND
COMMISSIONING OF TWO (2) UNITS OF PURE ELECTRIC BUS AND
FAST CHARGING STATIONS*

(Purchase Request No. 05-0151-2022-EP-0015)

**6th Edition
July 2020**

Section I. Invitation to Bid



**REBIDDING OF SUPPLY, DELIVERY INSTALLATION AND COMMISSIONING OF TWO (2) UNITS
OF PURE ELECTRIC BUS AND FAST CHARGING STATIONS**

1. The Department of Energy, through the General Appropriation Act 2022 intends to apply the sum of Php60,000,000.00 for the Supply, Delivery Installation and Commissioning of Two (2) Units of Pure Electric Bus and Fast Charging Stations, that will be sourced from the GAA for FY 2022, being the Approved Budget for the Contract (ABC) to payments under the contract for Purchase Request No. 05-0151-2022-EP- 0015. Bids received in excess of the ABC shall be automatically rejected at bid opening. The award of the contract is subject the issuance of the corresponding allotment release order.
2. The DOE now invites bids for the *Rebidding of Supply, Delivery Installation and Commissioning of Two (2) Units of Pure Electric Bus and Fast Charging Stations*. Delivery of the Goods and Services is required two hundred seventy (270) calendar days upon receipt of Notice to Proceed. Bidders should have completed, within Four (4) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Under GPPB Resolution No. 09-2020, due to logistical constraint brought about by the public safety emergency, the bidder may submit alternate eligibility documents such as, Expired Business/Mayor’s permit with proof and/or receipt of renewal, unnotarized Omnibus Sworn Statement and Bid Securing Declaration form, the said submission is conditioned that the winning bidder shall replace such submission with the proper required documents, otherwise , the corresponding payment will not be processed. The Performance Securing Declaration is acceptable subject to the conditions set forth under the above resolution.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184

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

**Procurement Management Division
Department of Energy
3F DOE Main Building, Energy Center,**

**Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632**

Considering the COVID -19 situation, the DOE also accepts payment for the bid documents through bank payment (Landbank of the Philippines):

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

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:

bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph

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

With the current COVID-19 community quarantine measures, bidders are encouraged to download a copy of the Bid Documents for pre-bid conference purposes instead of physically securing a hard copy at the DOE-BAC Secretariat office.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **21 April 2022** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184, in the amount of Php60,000.00:
6. The Department of Energy will hold a Pre-Bid Conference at the DOE – **Audio Visual Room** on **28 April 2022** which will start at 1:00 PM at DOE BAC Main Office.

If the Bidders has COVID-19 related constraints, they have the options to attend the Prebid thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph on or before **27 April 2022**:

1. Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details;
2. Active email addresses where the invitation/link will be sent; and
3. Indicate the item/s the company would like to participate

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **2:00 PM of 12 May 2022** 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 **2:00 PM of 12 May 2022**. Online submission is not yet available. Late bids shall not be accepted.

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

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 **12 May 2022 at 2:30 PM**, DOE – Audio Visual Room, DOE-Main Building. Bidder's authorized representative, as stated in the bid submission, is required to attend the Bid Opening at the DOE AVR. Bids will be opened in the presence of the bidders' representative.

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

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

If the Bidders has COVID-19 related constraints, they have the options to attend the Opening of Bids thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through bacsecretariat@doe.gov.ph or ideogracias@doe.gov.ph on or before **11 May 2022**:

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

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

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

3F 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 383 (02) 8541-4105

Website: www.doe.gov.ph

Usec. ROBERTO B. UY

Chairperson

Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Energy wishes to receive bids for the Rebidding of Supply, Delivery Installation and Commissioning of Two (2) Units of Pure Electric Bus and Fast Charging Stations under PR No. 05-0151-2022-EP-0015.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for GAA CY2022 in the amount of Php60,000,000.00

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that: **Subcontracting is allowed for items indicated in the Bid Data Sheet.**

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Four (4) years prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

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

14.2. The Bid and bid security shall be valid until 12 September 2022. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Supply and delivery of electric vehicles or EV Charging stations b. completed within four (4) years prior to the deadline for the submission and receipt of bids.
7.1	<p>Subcontracting for the following Items is allowed: Supply, delivery, installation and commissioning of fast charging system including other related works such as, civil, structural and electrical works.</p> <p>The subcontractor should have the following qualifications:</p> <ul style="list-style-type: none"> • Must have at least 2 years' experience rendering the same services of supply, delivery, installation, testing and commissioning of charging stations • Must have competent and qualified technical personnel to fulfill the scope of assignments/deliverables outlined in this TOR, and • The technical personnel to be engaged by the Winning Bidder must be medically fit for their assignments, including any travel, if necessary. • Must have a PCAB license Category C
12	The price of the Goods shall be quoted DDP – Department of Energy, Taguig City , or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less Php1,200,000.00, 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 Php3,000,000.00 if bid security is in Surety Bond.
	Each Bidder shall submit [1] original and [4] copies of the first and second components of its bid.
19.3	<i>Not applicable</i>
20.2	<i>No further instructions</i>
21.2	<i>No further instructions</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Dir. Patrick T. Aquino, CESO III - EUMB</p> <p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is [indicate name(s)].</p>

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.

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 –
C	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.
2.2	<p>The terms of payment shall be as follows:</p> <p>Progress Billing based on the schedule in the TOR and will be paid upon complete delivery and issuance of end-user's acceptance certificate and submission of complete documents. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing, and accounting procedures.</p> <p>2% of the total contract price shall be deducted as a retention money for warranty. Refundable upon the expiration of the two (2) years warranty period for Fast Charging System.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	The warranty period is as stated in the TOR, for purpose of the retention money the warranty period is for two (2) years

Section VI. Schedule of Requirements

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

Item	Description	Quantity	Delivery Schedule
1	Supply, Delivery Installation and Commissioning of Two (2) Units of Pure Electric Bus and Fast Charging Stations)	1 Lot	Two hundred seventy (270) calendar days upon receipt of Notice to Proceed

;

Section VII. Technical Specifications/ Terms of Reference

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.

Technical Specifications/ Terms of Reference		Bidders Compliance																														
Supply, Delivery Installation and Commissioning of Two (2) Units of Pure Electric Bus and Fast Charging Stations ABC : Php60,000,000.00																																
Procurement for the Supply, Delivery, Installation, Testing and Commissioning of Two (2) units of Pure Battery Electric Bus (PBEB) and Electric Vehicle Charging Stations (EVCS) ABC – Php60,000,000.00 This is a fixed cost contract, additional charges or adjustments of contract cost is not allowed.																																
I. Technical Specifications <u>Pure Battery Electric Bus</u>																																
<table><tr><th>Specification</th><th>Spec Value</th></tr><tr><td>1. Quantity</td><td>2 units</td></tr><tr><td>2. Type</td><td>Pure Battery Electric Vehicle</td></tr><tr><td>3. Seat</td><td></td></tr><tr><td>Capacity</td><td>Minimum of 40-Seaters (excluding the driver)</td></tr><tr><td>Configuration</td><td>Front-facing, 2x2 row with center gangway (aisle)</td></tr><tr><td>Dimension</td><td>Width seat cushion minimum of 40cm</td></tr><tr><td>Distance between backseats; front-facing</td><td>Minimum of 65 cm</td></tr><tr><td>4. Vehicle Dimension Limits</td><td></td></tr><tr><td>Length</td><td>Maximum of 11 meters</td></tr><tr><td>Width</td><td>Maximum of 2.5 meters</td></tr><tr><td>Height</td><td>Maximum of 4.0 meters</td></tr><tr><td>5. Performance</td><td></td></tr><tr><td>NEDC Electric Range</td><td>200km or higher</td></tr><tr><td>NEDC Electric Energy Consumption</td><td>Equal or Less than 1.4 KWH/KM</td></tr></table>		Specification	Spec Value	1. Quantity	2 units	2. Type	Pure Battery Electric Vehicle	3. Seat		Capacity	Minimum of 40-Seaters (excluding the driver)	Configuration	Front-facing, 2x2 row with center gangway (aisle)	Dimension	Width seat cushion minimum of 40cm	Distance between backseats; front-facing	Minimum of 65 cm	4. Vehicle Dimension Limits		Length	Maximum of 11 meters	Width	Maximum of 2.5 meters	Height	Maximum of 4.0 meters	5. Performance		NEDC Electric Range	200km or higher	NEDC Electric Energy Consumption	Equal or Less than 1.4 KWH/KM	
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Speed	Capable of at least 80km/h	
6. Steering		
Steering wheel position	Left Hand Drive	
Turning Radius	Not over 10.5 meters	
Max Gradeability	Minimum of 18%	
7. Powertrain		
7.1 Power station		
Motor drive	AC synchronous motor	
Total Power Output	250kW or higher	
Total Torque	3,000 N.m or Higher	
Traction Motor Cooling System	Equipped	
7.2 Traction Battery		
Battery Type	Lithium-Ion Battery (Iron Phosphate or Better)	
Battery Capacity	250kWh or higher	
Battery Management System (BMS)	Equipped	
Battery Cooling System	Equipped	
8. Compatibility	Must be compatible with the Electric Vehicle Fast-Charging Station	
9. Body Make		
Body Frame	Manufacturer's specification	
Doors	Two (2) with emergency exit	
Window	Tempered glass with sunshade	
10. Braking System	Air/Electronic Braking System	
Tires	Must conform to the BPS-PNS 25 for Tires and Wheels and with One (1) spare tire	
11. Accessories & Others:	With built-in air conditioning unit (ACU)	
	With built-in audio & video system	
	With four (4) built-in camera and recording function at the Front, rear, middle door and passenger cabin	
	Passenger seats are soft and made of polyester, fabric/cloth or combination	
	Wiper System, Rear View Mirror, Side Mirrors,	
	Digital clock	
	Seatbelt: Must comply with RA 8750 otherwise known as "Seat Belts Use Act of 1999"	

	<div>Safety Emergency Scape hammer</div> <div>Fire extinguisher</div> <div>First Aid Kit</div> <div>Basic Vehicle Tools and Safety Devices</div> <div>User's Manual</div> <div>With gangway and service door handrail</div>	
<u>Fast Charging Station (Electric Vehicle Charging Station)</u>		
Specification	Spec Value	
Quantity	Two (2) units of Electric Fast Charging System with two (2) charger plugs/ connectors each	
1. Power Output		
a. Voltage Range	150-1000V DC	
b. Maximum Current	250A DC and/or compatible to the requirement of the Pure Battery Electric Bus	
c. Rated Power	80kW or higher	
2. Input Voltage	AC 380V ± 15%, 3-Phase, 3 line, 60Hz	
3. User Interface & Control		
a. Number of User Terminal	One (1) for each electric charging system	
b. Display Language	English	
c. Charging Interface	CHAdemo or CCS or GB/T	
4. Compatibility	Must be compatible with the Pure Battery Electric Bus and other electric vehicles with the same charging protocols	
5. Protective Function		
a. Over current protection, Surge protection, Ground fault detection, leakage detection	Equipped	
b. On/Off Switch	Equipped	
c. Emergency Stop Button	Equipped	
6. Other requirements		
a. Casing	Anti-corrosion painted steel	
b. Minimum Ingress Protection	IP54	
c. Noise	65dB or less	
d. Charging Cable Minimum Length	5 meters	
7. Power Supply Transformers		
a. Voltage Range	AC 380V ± 15%	

b. Number of Phase	3-phase and 3-line
c. Minimum Current Capacity	AC 250 A and/or compatible to the requirement of the Charger
d. Frequency	60Hz
e. Minimum Rated Power Capacity	Must be compatible with the charger rated power output with additional allowance and must be based on the Philippine Electrical Code
8. Structural/Station Shed	
a. Roof for the chargers	Equipped
b. Concrete Foundation	Equipped
c. Concrete Parking Curb	Equipped
d. Steel Pipe Guard	Equipped
e. Provisions for the installation of solar photovoltaic (PV) system	Equipped
f. Metal signages leading to the charging station (fixed and movable)	Equipped
g. Height	Higher than the height of the bus. The shed should adequately cover and protect the charging port (during charging) from the splash of the rain
h. Material	Metal framed with roof that complies with the existing building code
9. Installation	
	Installation including civil works and electrical works necessary to install all equipment and chargers
10. Documents / User's Manual	
	Instruction Manual for Operation and Maintenance in English

II. Delivery Terms and Other Requirements

A. Pure Battery Electric Vehicle

1. The units and all parts must be brand new & in good working condition.
2. The Winning Bidder must provide after-sales support for spare parts and services and should be available in the country.
3. The Winning Bidder must provide three (3) warranty for the vehicle and five (5) year warranty for all major components:
 - a. Battery and Power Train;
 - b. Battery Management System (BMS);
 - c. Battery Cooling System;
 - d. Traction Motor Cooling System;
 - e. High Voltage Connections; and
 - f. High Voltage Cables Routing.

- | | |
|---|--|
| <ol style="list-style-type: none"> 4. The Winning Bidder must provide a free Vehicle Registration with the Land Transportation Office (LTO) and a one (1) year Comprehensive Vehicle Insurance. 5. The Winning Bidder must provide free labor and supplies on preventive maintenance service (PMS) for the first 5,000 km, 10,000 km and 20,000 km mileage. 6. The Winning Bidder must provide at least ten-day (10) training and capacity building on the operation and preventive maintenance of the Pure Battery Electric Buses to the DOE personnel. 7. The Winning Bidder shall shoulder all associated taxes and duties of this project. 8. The Winning Bidder shall provide test reports of the vehicle regarding the safety and environmental performance compliance on any relevant/applicable International and/or National Standards. 9. The e-bus must have an available local after-sales service provider within the 60km radius from the DOE. <p>B. Fast Charging Station</p> <ol style="list-style-type: none"> 1. All bidders are required to conduct ocular inspections at the same time (date to be determined), at the site of the proposed charging station to be assisted by DOE Administrative Services (AS) - General Services Division (GSD) and the end-user for bidders to determine all cost and work inclusions in the implementation of the project. 2. The Winning Bidder must conduct kick-off / inception meeting for the installation of the chargers before commencement of the Installation and Set-up Service. 3. The Winning Bidder shall prepare plans/blueprint and layout of the electric vehicle charging station infrastructure with two (2) new EV chargers. The said documents shall be reviewed by GSD and the end-user for approval. 4. The Winning Bidder shall provide the end-user with the pre-built and as-built site development plan, electrical plan, mechanical plan, civil work plan and architectural plan necessary for the execution of this project. 5. The Winning Bidder shall carryout necessary works for the construction of the e-Bus charging station such as, but not limited to, preparation of the parking area, clearing/wiping out of the two (2) existing gardens with concrete gutter subject to the occupied space, cutting of the two (2) coconut trees, removal of the light post, flattening of the parking floor and providing standard pavement for the parking spaces including the manhole in the proposed area, prepare necessary solution to the drainage, water pipes and electrical wiring that will be affected by the construction, etc. Perform necessary civil works such as, but not limited to, excavation of foundations for the transformers, chargers, roof, etc., lay gravel, bedding and compaction, concreting, paving, etc.
Installation of fast chargers in accordance with standards, manuals, etc.
Installation of outlet capable for the on-board charger of electric vehicle.
Providing and installation of metal signages leading to and at the charging station | |
|---|--|

6. The Winning Bidder must provide and install the **necessary service entrance transformers from the distribution utility line** in coordination with Meralco including all permits, approvals, taxes and processes.
7. The Winning Bidder shall provide all necessary materials such as electrical wires/cables, electrical wire conduits, electrical connections, circuit breakers, brackets, fasteners, and all necessary tools & equipment for the installation and set-up service of the chargers.
8. The Winning Bidder shall provide the necessary cables from the power source (Meralco) to the transformers to the distribution board to the chargers. Including independent breakers for each charger.
9. The Winning Bidder shall provide and install a roof for the chargers.
10. All works shall be done in accordance with the Philippine Electrical Code and Occupational Health and Safety practices.
11. The Winning Bidder is allowed to avail subcontractor services but shall take all responsibilities on the construction of new charging station including civil works, mechanical works, and electrical works
12. The Winning Bidder shall provide and secure all necessary permits and licenses such as the following:
 - a. Product Certificate of Quality and/or Safety to be issued by DTI-BPS,
 - b. Fire Safety Inspection Certificate of facilities to be issued by the Bureau of Fire Protection (BFP)
 - c. Environmental Compliance Certificate issued by the Department of Environment and Natural Resources (DENR) whenever applicable.
 - d. Construction permits from the LGU and/or Barangay
13. The Winning Bidder shall shoulder all necessary taxes and duties.
14. The units and all parts must be brand new & in good working condition.
15. The Chargers shall be waterproofed with a minimum ingress protection of IP54 as required under Sec. 7 of the DOE DC2021-07-0023.
16. The equipment, parts and components shall comply with applicable International Standards (e.g. International Electrotechnical Commission [IEC]).
17. Refer to Annex E on the initial position of the charging station in the proposed area. However, the final placement/position of the charging station may change subject to the location of the charging ports of the EV buses.
18. The Winning Bidder must provide two (2) years warranty for the chargers.
19. The Winning Bidder shall conduct testing prior to the operational commissioning, including the power tie-in to connect the Charging Station to the Main Electrical Supply.
20. The Winning Bidder must provide a turnkey basis on the supply, delivery, installation, testing and commissioning of the chargers.

21. The Winning Bidder must provide at least five-day (5) training for the DOE personnel that includes operation and preventive maintenance of the chargers.
22. The Winning Bidder shall provide under its Certificate of Warranty to include free preventive maintenance service (PMS) labor and materials during the 12 months operation of the Fast Charging Stations.
23. The Winning Bidder must provide after-sales support for spare parts and services available in the country.

C. Eligibility

The Supplier and its Subcontractor (if applicable) must be duly organized and incorporated in the country where it operates and must have all the necessary government permits and licenses in performing their obligations under this document.

- a. *Mayor's/Business Permit*
- b. *SEC registration*
- c. *PhilGEPS certification*
- d. *BIR Registration*
- e. *Income Tax Return (ITR)*
- f. *Audited Financial Documents*

D. Delivery Terms

1. Pure Battery Electric Buses

The delivery period of the Goods shall be within one hundred eighty (180) calendar days or 6 months, upon receipt of the approved Notice to Proceed (NTP).

Note: Testing and commissioning of the Pure Battery Electric Buses shall commence once the installation of the Fast Charging Station is completed.

2. Fast Charging Station

The delivery period of the Goods shall be within one hundred eighty (180) calendar days or 6 months, upon receipt of the approved Notice to Proceed (NTP).

The Installation, Set-up services, Testing & Commissioning including all civil works and electrical works must be completed within the sixty (60) calendar days upon complete delivery of the Pure Battery Electric Buses and the raw materials and equipment for the fast charging station.

A total of fifteen (15) days must be allotted for the Capacity Building and Trainings for the operation repair and maintenance of the electric bus and charging station and fifteen (15) days for handing-over regarding the Pure Battery Electric Buses and the Fast Charging Station, as part of the Acceptance Certificate of the End User.

Please see Annex A – Gantt Chart of Activities from Delivery to Construction to Testing and Commissioning

3. The delivery site shall be at the address below:

Director Patrick T. Aquino, CESO III

Department of Energy

Energy Center, Rizal Drive, Bonifacio Global City, Taguig City,
Metro Manila
Philippines

Other Requirements: Qualifications of the Supplier

The Bidder must possess the following qualifications:

- Must be legally incorporated or organized as legal entities under Philippine's existing laws and regulations
- Must have at least 3 years' experience rendering the same services of supply, and delivery of electric vehicles

III. Terms of Payment

For the Goods procured, the contract price is inclusive of Value-Added Tax (VAT) and all other pertinent taxes and insurances. Price quoted should be firm and irrevocable and not subject to any change whatsoever, even due to the increase in cost of raw materials, components and fluctuations in foreign exchange rates and excise duties. Should the bided Goods be rendered obsolete or phased out by the manufacturer, the upgraded or newer version shall be delivered at no additional cost to the end-user. The Winning Bidder should warrant that all goods, vehicles, equipment, parts and components shall be brand-new, not cloned nor imitation, whatsoever, and if found so, shall be replaced immediately with no additional cost to DOE.

No upfront payment will be made to the Winning Bidder. The payment is on progress billing based on completion of deliverables. Any deliverables not meeting the required specifications and quality will have to be reworked and resubmitted at no additional cost to the DOE. The proposed payment upon submission of deliverables or reports on completed tasks, based on the following schedules per component:

Deliverables	Schedule of deliverables upon receipt of Notice to Proceed	DELIVERABLES	PAYMENT SCHEDULE
1. Inception Meeting	14 calendar days	Approved Inception Report	10%
2. Delivery of Goods	180 calendar days	End-user Acceptance Certificate	30%
3. Installation of Electric Charging System and related Civil works	180 calendar days	End-user Certificate of Acceptance for Civil Works	20%
4. Electrical and Equipment Installation Works	240 calendar days	End-user Certificate of Acceptance for Electrical Works	20%
5. Training and Handing Over	270 calendar days	Training Certificate & Final Project Acceptance Certificate	20%
TOTAL			100%

<p>IV. Inspection and Testing</p> <p>The Purchaser may reject any Goods or any part thereof that fail to pass any tests and/or inspections or do not conform to the specifications as specified in this TOR. The Winning Bidder shall immediately rectify or replace such rejected Goods or parts thereof.</p> <p>The Winning Bidder must conduct an operational demonstration of the Goods as part of the End-User Acceptance.</p> <p>Please see Annex B - Testing and Acceptance Procedure for E-Bus and Annex C - Testing and Acceptance Procedure for Fast Charging Station</p> <p>V. Repair and Maintenance</p> <p>The Purchaser shall notify the Winning Bidder in writing whenever repairs are need to be done and shall act and conduct the assessment within 1 day upon receipt of the notice. The repair and maintenance shall be completed within the maximum period of three (3) days. Should the repair/maintenance require longer period, the end-user should be notified in writing of the reason and the completion period which is subject for approval/concurrence with service vehicle replacement as may be required.</p>	
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	Preparation and Delivery Stage																								Installation, Set-up Services, Testing & Commissioning including All Civil Works and Electrical Works												Technology Transfer			
ACTIVITY	MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5				MONTH 6				MONTH 7				MONTH 8				MONTH 9							
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
1. Conduct of Kick-off Meeting <i>(Within five working days after the receipt of the Notice to Proceed)</i>																																								
1.1. Kick-off Meeting																																								
1.2. Inception Report Submission																																								
2. Conduct of Actual Procurement and Delivery of Goods																																								
2.1. Procurement/Sourcing-out of Two (2) Electric Bus																																								
2.2. Procurement/Sourcing-out of Two (2) Fast Charging Station/Equipment and Components																																								
2.3. Shipment of Goods from Country of Origin to the Philippines																																								
2.4. Release from Customs, processing of legal papers																																								
2.5. Actual Delivery of Goods to the DOE																																								
2.6. Inspection of Delivered Goods																																								
3. Permits, Applications and Approvals																																								
3.1. Site Inspection of the Fast-Charging Station																																								
3.2. Coordination Meetings among DOE EUMB-AFETD, DOE GSD and MERALCO																																								
3.3. Preparation of Plan/Blueprint for the Installation of the Fast-Charging Station																																								
3.4. Approval of the Plan/Blueprint																																								
3.5. Coordination with the City Government of Taguig & BGC for permits and licenses																																								
4. Civil Works: EV Charger and Transformer Foundations																																								
4.1. Site Clearing																																								
4.2. Excavation of Foundations, Lay Gravel, Bedding and Compaction, Rebar and Concrete																																								
4.3. Cable Trench																																								
4.4. Curing stage																																								
5. Electrical and Equipment Installation Works																																								
5.1. Electrical Services																																								
5.1.1. Cable Putting																																								
5.1.2. Preparatory Works – Electrical Power Connection to Existing Distribution Board																																								
5.2. Equipment Installation Works																																								
5.2.1. Equipment Installation																																								
5.2.2. Permits to Main Power Connection (application for power energization)																																								
5.2.3. Power Connection and Energization																																								
5.2.4. Testing and Commissioning																																								
6. Training and Handing Over																																								

Annex B – Testing and Acceptance Procedure for E-Bus*

C: Complied

NC: Not complied

No.	Item/Parameters		Specification	C	NC	Remarks (if needed, with deviation)
1	Quantity		2 units	<input type="checkbox"/>	<input type="checkbox"/>	
2	Type		Pure Battery Electric Vehicle	<input type="checkbox"/>	<input type="checkbox"/>	
3	Seat specification	Capacity	Minimum of 40-Seater (excluding the driver)	<input type="checkbox"/>	<input type="checkbox"/>	
		Configuration	Front-facing, 2x2 row with center gangway	<input type="checkbox"/>	<input type="checkbox"/>	
		Dimension	Width seat cushion minimum of 40 cm	<input type="checkbox"/>	<input type="checkbox"/>	
		Distance between backseats; front-facing:	Minimum of 65 cm	<input type="checkbox"/>	<input type="checkbox"/>	
4	Vehicle Dimension Limits	Length	Maximum of 11 meters	<input type="checkbox"/>	<input type="checkbox"/>	
		Width	Maximum of 2.5 meters	<input type="checkbox"/>	<input type="checkbox"/>	
		Overall height	Maximum of 4.0 meters	<input type="checkbox"/>	<input type="checkbox"/>	
5	Performance	Test Report/Certificate that will indicate the NEDC electric range, energy consumption, and speed		<input type="checkbox"/>	<input type="checkbox"/>	
6	Steering	Steering wheel position	Left-Hand Drive (LHD)	<input type="checkbox"/>	<input type="checkbox"/>	
7	Powertrain	Power Station:		<input type="checkbox"/>	<input type="checkbox"/>	
		Motor drive	AC Synchronous Motor	<input type="checkbox"/>	<input type="checkbox"/>	
		Traction Motor Cooling System	Equipped	<input type="checkbox"/>	<input type="checkbox"/>	
		Traction Battery:		<input type="checkbox"/>	<input type="checkbox"/>	
		Battery Type	Lithium-Ion Battery (Iron Phosphate or Better)	<input type="checkbox"/>	<input type="checkbox"/>	
		Battery Management System (BMS)	Equipped	<input type="checkbox"/>	<input type="checkbox"/>	
		Battery Cooling System	Equipped	<input type="checkbox"/>	<input type="checkbox"/>	
8	Body	Body Frame	Manufacturer's specification	<input type="checkbox"/>	<input type="checkbox"/>	
		Door	Two (2) with emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	
		Window	Tempered glass with sunshade curtain	<input type="checkbox"/>	<input type="checkbox"/>	
9	Braking System	Brakes	Air/Electronic Braking System	<input type="checkbox"/>	<input type="checkbox"/>	

		Tires	Must conform to the BPS-PNS 25 for Tires and Wheels With One (1) spare tire	<input type="checkbox"/>	<input type="checkbox"/>	
10	Accessories & Others:	Built-in Air Conditioning Unit (ACU) functionality		<input type="checkbox"/>	<input type="checkbox"/>	
		Built-in Audio & video system functionality		<input type="checkbox"/>	<input type="checkbox"/>	
		Built-in Front and Rear reverse camera and recording functionality		<input type="checkbox"/>	<input type="checkbox"/>	
		Built-in Mid door camera and recording functionality		<input type="checkbox"/>	<input type="checkbox"/>	
		Built-in Passenger cabin camera and recording functionality		<input type="checkbox"/>	<input type="checkbox"/>	
		Wiper Blades functionality		<input type="checkbox"/>	<input type="checkbox"/>	
		Rear View Mirror		<input type="checkbox"/>	<input type="checkbox"/>	
		Side Mirrors		<input type="checkbox"/>	<input type="checkbox"/>	
		Seatbelts must comply with RA 8750 otherwise known as “Seat Belts Use Act of 1999”		<input type="checkbox"/>	<input type="checkbox"/>	
		Digital clock functionality		<input type="checkbox"/>	<input type="checkbox"/>	
		Passenger seats are soft and made of polyester, fabric/cloth, or combination.		<input type="checkbox"/>	<input type="checkbox"/>	
		Emergency hammer		<input type="checkbox"/>	<input type="checkbox"/>	
		Fire extinguisher		<input type="checkbox"/>	<input type="checkbox"/>	
		First Aid Kit		<input type="checkbox"/>	<input type="checkbox"/>	
		Basic Vehicle Tools and Safety Devices		<input type="checkbox"/>	<input type="checkbox"/>	
		User’s Manual		<input type="checkbox"/>	<input type="checkbox"/>	
		Gangway and service door handrails		<input type="checkbox"/>	<input type="checkbox"/>	
11	All parts are brand new and in good working condition			<input type="checkbox"/>	<input type="checkbox"/>	
12	Compatibility	Compatible with the Fast-Charging Station (Electric Vehicle Charging Station)		<input type="checkbox"/>	<input type="checkbox"/>	

*Subject to additional requirements as may be required

Performed by: _____

Concurred by: _____

Annex C - Testing and Acceptance Procedure for Fast Charging Station*

C: Complied NC: Not complied

No	Item/ Parameter		Specification	C	NC	Remarks (if needed, with deviation)
1	Power Output	Voltage	150-1000VDC	<input type="checkbox"/>	<input type="checkbox"/>	
		Maximum Current	250ADC	<input type="checkbox"/>	<input type="checkbox"/>	
		Rated Power	80kW or higher	<input type="checkbox"/>	<input type="checkbox"/>	
2	Input Voltage		AC 380V ± 15%, 3Phase, 3 line, 60Hz	<input type="checkbox"/>	<input type="checkbox"/>	
3	User Interface & Control	Number of User Terminal	2 units	<input type="checkbox"/>	<input type="checkbox"/>	
		Display Language	English	<input type="checkbox"/>	<input type="checkbox"/>	
		Charging Interface	CHAdemo or CCS or GB/T	<input type="checkbox"/>	<input type="checkbox"/>	
4	Protective Function	On/Off Switch	Equipped	<input type="checkbox"/>	<input type="checkbox"/>	
		Emergency Stop Button	Equipped	<input type="checkbox"/>	<input type="checkbox"/>	
5	Power Supply Transformer	Voltage Range	AC 380V ±15%	<input type="checkbox"/>	<input type="checkbox"/>	
		Number of Phase	3-phase and 3-line	<input type="checkbox"/>	<input type="checkbox"/>	
		Minimum current capacity	126A	<input type="checkbox"/>	<input type="checkbox"/>	
		Frequency	60Hz	<input type="checkbox"/>	<input type="checkbox"/>	
		Rated power capacity	Compatible with the charger rated power output with additional allowance and based on the Philippine Electrical Code	<input type="checkbox"/>	<input type="checkbox"/>	
6	Structural Property	Casing	Anti-corrosion painted steel	<input type="checkbox"/>	<input type="checkbox"/>	
		Minimum Ingress Protection	IP54	<input type="checkbox"/>	<input type="checkbox"/>	
		Charging Cable Minimum Length	5 meters	<input type="checkbox"/>	<input type="checkbox"/>	
7	Attachment/ Consumables/ others	Roof of chargers	Equipped	<input type="checkbox"/>	<input type="checkbox"/>	
		Concrete foundation	Equipped	<input type="checkbox"/>	<input type="checkbox"/>	
		Concrete parking Curb	Equipped	<input type="checkbox"/>	<input type="checkbox"/>	
		Steel pipe guard	Equipped	<input type="checkbox"/>	<input type="checkbox"/>	
8	With necessary cables from the distribution board to the charger			<input type="checkbox"/>	<input type="checkbox"/>	
9	With independent circuit breaker for each charger			<input type="checkbox"/>	<input type="checkbox"/>	
10	With necessary materials such as cables, electrical connectors, circuit breakers, fasteners, and all necessary tools and equipment for the Installation and Set-up Service of the chargers			<input type="checkbox"/>	<input type="checkbox"/>	

11	All units are brand new and in good working condition		<input type="checkbox"/>	<input type="checkbox"/>	
12	With two (2) year warranty of the charger provided by the bidder		<input type="checkbox"/>	<input type="checkbox"/>	
13	With EVSE (Electric Vehicle Supply Equipment) installation instruction manual		<input type="checkbox"/>	<input type="checkbox"/>	
14	No physical damage on the installed EVSE		<input type="checkbox"/>	<input type="checkbox"/>	
15	All components of the EVCS such as but not limited to plugs, sockets, cables etc. are certified with the Philippine Standard (PS) license and/or the Import Commodity Clearance (ICC) certificate		<input type="checkbox"/>	<input type="checkbox"/>	
16	Basic labeling and marking	EVCS manufacturer's name, initials, trademark, or distinctive marking	<input type="checkbox"/>	<input type="checkbox"/>	
		Identification number or any other means of identification, making it possible to obtain relevant information from the EVCS manufacturer.	<input type="checkbox"/>	<input type="checkbox"/>	
		Identification of the EVCS as DC output	<input type="checkbox"/>	<input type="checkbox"/>	
		Specification of protocol supported (CHAdeMO or CCS or GB/T)	<input type="checkbox"/>	<input type="checkbox"/>	
		Rated voltage, V (input and output if different)	<input type="checkbox"/>	<input type="checkbox"/>	
		Rated current (input and output if different)	<input type="checkbox"/>	<input type="checkbox"/>	
		Rated maximum operating temperature	<input type="checkbox"/>	<input type="checkbox"/>	
		Power input and output, kW (maximum)	<input type="checkbox"/>	<input type="checkbox"/>	
		No load loss or standby power (Watts)	<input type="checkbox"/>	<input type="checkbox"/>	
		Total harmonic distortion	<input type="checkbox"/>	<input type="checkbox"/>	
		Protection grade	<input type="checkbox"/>	<input type="checkbox"/>	
		Frequency range (50Hz or 60Hz)	<input type="checkbox"/>	<input type="checkbox"/>	
		Efficiency	<input type="checkbox"/>	<input type="checkbox"/>	
17	Compatibility	Compatible with the Pure Battery Electric Bus and other electric vehicles (the EV chargers are functioning properly with the e-bus and the other charging interface to other electric vehicles) (both charging interfaces are working properly)	<input type="checkbox"/>	<input type="checkbox"/>	
18	Signages	With metal signages leading to and at the charging station (fixed and movable)	<input type="checkbox"/>	<input type="checkbox"/>	

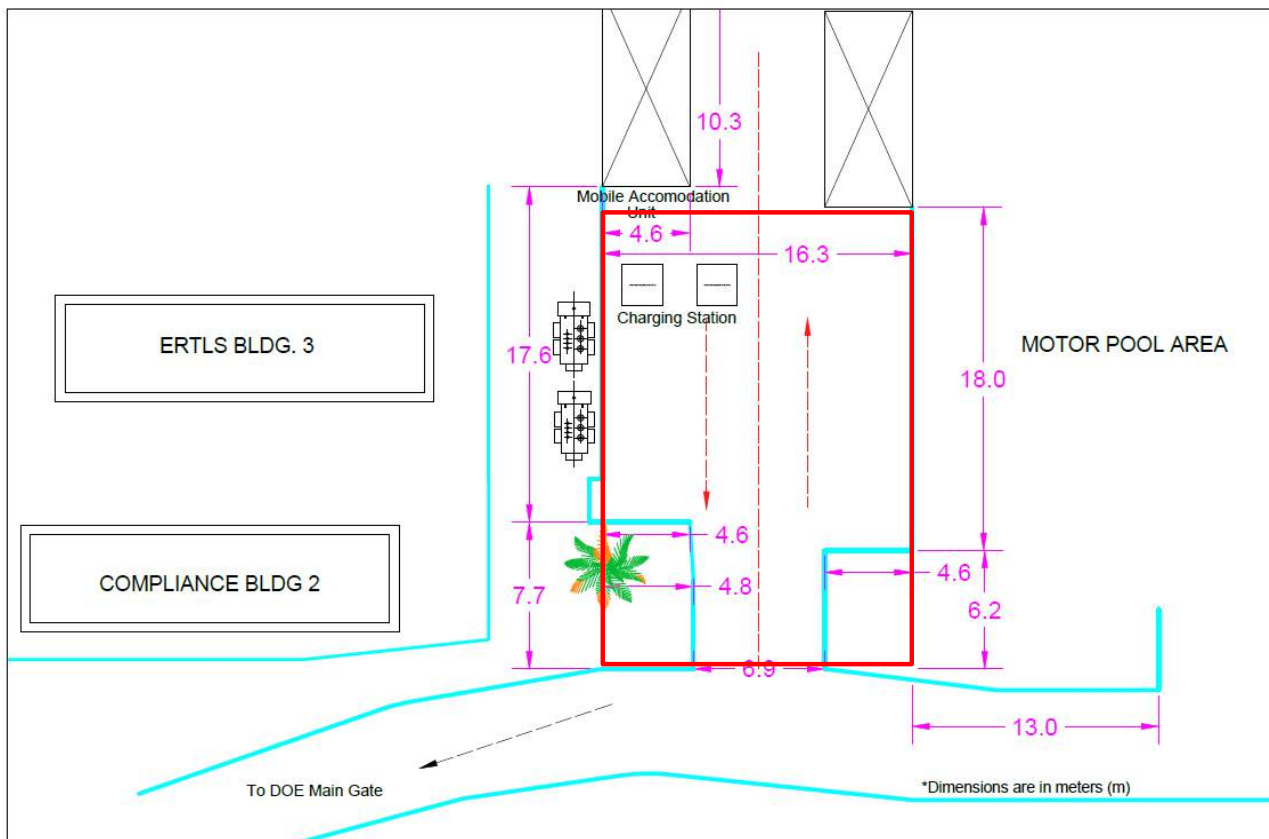
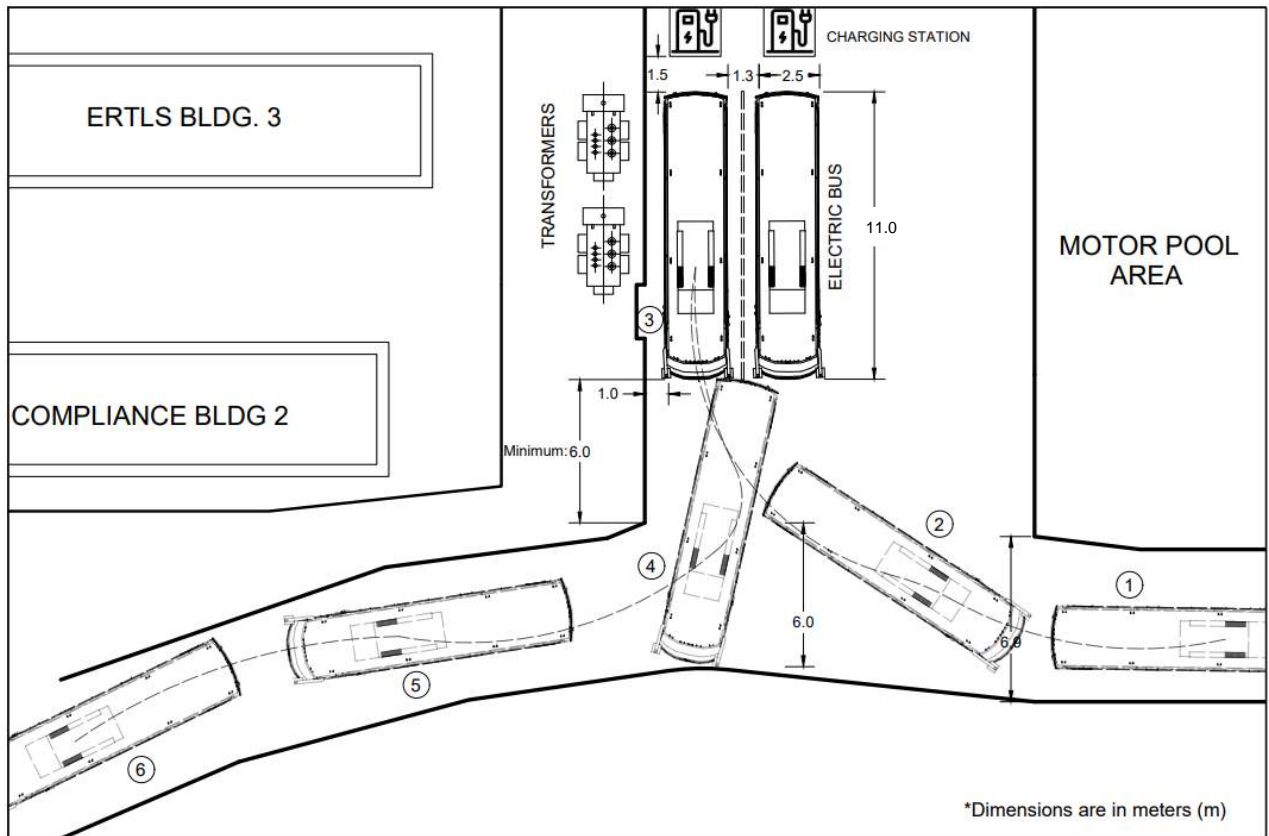
*Subject to additional requirements as may be required

Performed by: _____ Concurred by: _____

All bidders are **required** to conduct ocular inspections at the same time (date to be determined), at the site of the proposed charging station to be assisted by DOE Administrative Services (AS) - General Services Division (GSD) and **the end-user for bidders to determine all cost and work inclusions in the implementation of the project.**



Annex E- Indicative Layout of the Proposed Charging Station and Bus Parking/Maneuvering Simulation



Annex F – Existing two (2) gardens subject for clearing



Annex G – Trees that needs to be cut for the EVCS



Annex H – Existing Charging Station construction that can be used as sample for the installation of new chargers



Annex I – Proposed Location of the Metal Signages



MOVABLE METAL SIGNAGES



FIXED METAL SIGNAGE

Section VIII. Checklist of Technical and Financial Documents

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

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

III. Post-Qualification Requirements:

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

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

Bidding Forms

Mandatory Submission of Bidding Forms

Annex A

STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

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

Ongoing, completed or awarded but not yet started projects for the period
_____ **(last four (4) years), where applicable.**

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

Submitted By:

(Signature over Printed Name)

Note:

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

Annex B

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

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

Single Largest Completed Contract (SLCC) for the period

(last four (4) years), where applicable.

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

Submitted By:

(Signature over Printed Name)

Note:

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

Annex C

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Annex D

Omnibus Sworn Statement [shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Annex E

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

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of Agent Currency/Commission or gratuity

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Annex F

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature _____

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

Annex F

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf _____

Annex G

Performance Securing Declaration

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

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);
 - a) Schedule of Requirements;
 - b) Technical Specifications;
 - c) General and Special Conditions of Contract; and
 - d) Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the

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

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

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

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

for:
Department of Energy

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

for:
[Insert Name of Supplier]

Witness for DOE
[Position Title]

Witness for Supplier
[Position Title]

Agustus Cesar A. Navarro
DOE Chief Accountant
Witness

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