



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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Email address: bacsecretariat@doe.gov.ph

BIDDING DOCUMENTS

**Procurement of Services for Assessment and Review of IAEECC Resolutions
to Optimize and Further Accelerate the Implementation of the Government
Energy Management Program (GEMP)**

(Purchase Request No. 02-0101-2023-02-0062)

**6th Edition
July 2020**

Section I. Invitation to Bid



PROCUREMENT OF SERVICES FOR ASSESSMENT AND REVIEW OF IAEECC RESOLUTIONS TO OPTIMIZE AND FURTHER ACCELERATE THE IMPLEMENTATION OF THE GOVERNMENT ENERGY MANAGEMENT PROGRAM (GEMP)

1. The **Department of Energy (DOE)** is undertaking this procurement for the Procurement of Services for Assessment and Review of IAEECC Resolutions to Optimize and Further Accelerate the Implementation of the Government Energy Management Program (GEMP), intends to apply the sum of Php11,250,000.00 that will be sourced from the GAA with an Approved Budget for the Contract (ABC) to payments for the contract under Purchase Request No. 02-0101-2023-02-0062. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DOE now invites bids for Procurement of Services for Assessment and Review of IAEECC Resolutions to Optimize and Further Accelerate the Implementation of the Government Energy Management Program (GEMP). Delivery of the Goods and Services is required **one hundred eighty (180) calendar days** upon receipt of Notice to Proceed. Bidders should have completed, **within four (4) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

4. **The DOE is implementing an Alternative Work Arrangement setting, the working days of DOE is from Mondays to Thursdays** and interested bidders may obtain further information from *Department of Energy – Procurement Management Division* and inspect the Bidding Documents at the address given below during office hours from Mondays to Thursdays 8:00am to 4:00pm.

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

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

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

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:

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

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

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

5. A complete set of Bidding Documents may be acquired by interested Bidders on **18 March 2023** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 in the amount of **Php12,000.00**.

The Department of Energy will hold a Pre-Bid Conference on **30 March 2023** **which will start at 09:00 AM** at the DOE – Audio Visual Room DOE BAC Main Office.

If the Bidder has constraints, they have the options to attend the Pre-bid 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 **29 March 2023**:

1. Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details;
 2. Active email addresses where the invitation/link will be sent; and
 3. Indicate the item/s the company would like to participate.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **9:00 AM of 13 April 2023** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or before **9:00 AM of 13 April 2023**. Online submission is not yet available. Late bids shall not be accepted.

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

Bid opening shall be on **10:00 AM of 13 April 2023**, DOE – Audio Visual Room, DOE-Main Building. Bidder's authorized representative, as stated in the bid submission, is required to attend the Bid Opening at the DOE AVR. Bids will be opened in the presence of the bidders' representative.

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

If the Bidder has constraints, they have the options to attend the Opening of Bids thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph on or before **12 April 2023**.

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

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

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

10. For further information, please refer to:

Jaymee Joy A. Deogracias

Procurement Management Division

3F DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: bacsecretariat@doe.gov.ph

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

Website: www.doe.gov.ph

(sgd)

Usec. Giovanni Carlo J. Bacordo

Chairperson

Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Energy wishes to receive Bids for the Procurement of Services for Assessment and Review of IAEECC Resolutions to Optimize and Further Accelerate the Implementation of the Government Energy Management Program (GEMP), under Purchase Request No. 02-0101-2023-02-0062.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for GAA **FY2023** in the amount of Php11,250,000.00.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the

Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within four (4) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

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

14.2. The Bid and bid security shall be valid **11 August 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Similar contracts on research studies related to energy efficiency b. completed within four (4) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – Department of Energy, Taguig City , or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. Not less than Php225,060.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Not less than Php562,650.00 if bid security is in Surety Bond.
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	No further Instructions

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Ms. Lana Rose A. Manaligod, Chief-EPSMD</p>
	<p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at DOE Main Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>Packaging</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration,</p>

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

2.2	<p>The terms of payment shall be as follows:</p> <p>As per schedule indicated in the TOR which will be paid upon completion of all deliverables and issuance of end-user's acceptance certificate and submission of complete documents. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing, and accounting procedures.</p> <p>10% retention shall be deducted for every progress billing</p> <p>5% of the total contract cost shall be retain as warranty which will released upon completion of the warranty period.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	No further instructions

Section VI. Schedule of Requirements

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

Item no.	Item	Qty./ Unit	Delivery Date
1	Procurement of Services for Assessment and Review of IAEECC Resolutions to Optimize and Further Accelerate the Implementation of the Government Energy Management Program (GEMP)	1 Lot	As Stated in the TOR

Section VII. Technical Specifications/ Terms of Reference

Terms of Reference/Specifications	
Procurement of Services for Assessment and Review of IAEECC Resolutions to Optimize and Further Accelerate the Implementation of the Government Energy Management Program (GEMP) ABC=Php 11,250,000.00	Bidder's Compliance
<p style="text-align: center;">TERMS OF REFERENCE</p> <p>1. BACKGROUND</p> <p>Republic Act No. 11285 otherwise known as the Energy Efficiency and Conservation Act of 2019 and its governing Implementing Rules and Regulations (EEC-IRR) provide for the establishment of framework to introduce and institutionalize the fundamental policies of energy efficiency and conservation as well as its nationwide promotion. As defined under Section 4.t of the EEC Act, the Government Energy Management Program (GEMP) refers to the government-wide program to reduce the government's monthly consumption of electricity and petroleum products. It covers all Government Entities (GEs) which includes National Government Agencies (NGAs), Government-Owned and Controlled Corporation (GOCCs), Local Government Units (LGUs) and State Universities and Colleges (SUCs), Government Financing Institutions and Foreign Service Posts, among others.</p> <p>Section 9 of the EEC Act provide for the creation of the Inter-Agency Energy Efficiency and Conservation Committee (IAEECC) which main tasks are to evaluate and approve government energy efficiency projects, as well as to provide strategic direction in the implementation of the GEMP.</p> <p>The IAEECC is also mandated under Section 38 of the EEC Act-IRR to prepare and formulate an Annual Assessment of Opportunities for Energy Cost Reduction of state-owned and leased government buildings and facilities.</p> <p>As such, the IAEECC has approved and issued the following resolutions consistent with the policy objectives of the GEMP:</p> <ol style="list-style-type: none"> 1. Resolution No. 1, s.2020 – “Directing All Government Agencies, including the LGUs and Foreign Service Posts, to Comply with the GEMP, Ordering the Department of Energy to Conduct Energy Audits and Spotchecks, and Submit Proposed Improvements to the GEMP” 2. Resolution No. 2 s.2021 – “ Directing All Government Entities, including the LGUs and Foreign Service Posts, to Use Energy Efficient Light Emitting Diode (LED) Lamps in Government Buildings and Facilities as a Requirement for Compliance to the GEMP. 	

3. Resolution No. 3 s.2021 – “Directing All Government Entities, including the LGUs and Foreign Service Posts, to Use Inverter Type Air-Conditioning Units or Similar Equivalent Technologies in Government Buildings and Facilities as a Requirement for Compliance to the GEMP”
4. Resolution No. 4 s.2021 - “Enjoining the Council of Good Local Governance to Consider, Include and Adopt the EEC as one of the Areas in the Criteria per Section 7 of Republic Act No. 11292 (The Seal of Good Local Governance Act of 2019)”
5. Resolution No. 5 s. 2022 – “Directing All Government Entities, Including LGUs and Foreign Service Posts to Observe the Approved GEMP Guidelines.
6. Resolution No. 6 s. 2022 – “Recommending to the Governance Commission for Government-Owned or Controlled Corporations (GCG) to Consider, Include, and Adopt EEC as One of the Criteria in the Performance Evaluation System for GOCCs in the Grants of Performance-Based Incentives.”

2. OBJECTIVE

The objective of the study is to assess and review the impact of the IAEECC Resolutions and to identify critical factors that affect the stages of GEMP implementation to the government sector. It is also expected to identify energy cost reduction in the public sector to generate energy savings that will transform into a long-term advantage for the country.

Accordingly, the following are the specific objectives of the study:

- a. To assess the effectiveness of the existing policies relevant to GEMP implementation such as but not limited to the issued IAEECC resolutions;
- b. To assess determine policy gaps and intervention options as well as potential measures to optimize and further accelerate the implementation of GEMP;
- c. To assess the level of awareness and acceptability of the GEs to RA11285 and the GEMP;
- d. To identify opportunities for energy cost reduction that are applicable to any state-owned and leased government buildings and facilities;

3. SERVICE PROVIDER ELIGIBILITY

The Service Provider (SP) must be duly organized and incorporated in the country where it operates and must have all the necessary government eligibility documents as listed in the Philippine Bidding Documents:

The SP shall also comply with the following:

- a. Should be a DOE registered/certified Energy Service Company (ESCO);
- b. Should have relevant experience related to energy management and with good knowledge on RA11285 or the EEC Act and other relevant laws and policies;
- c. With at least one (1) year experience on the preparation and conduct of IECs, Pubcons, trainings, or any similar activities as demonstrated on the Curriculum Vitae (CV) of the Project Team.
- d. Submit the key personnel who will compose the project team together with their corresponding CV to establish their competency for the project e.g., work experience, training completed, etc., as follows:
 - Project Manager
 - Energy Audit Expert
 - Statistician
 - Research Coordinator/ Research Analyst
 - Research Assistant/s
 - Project Administrative Staff
 - Event Coordinator/Staff
- e. Submit an initial proposal for conducting the project components as indicated in Section 5.

4. SCOPE OF WORK

The research study shall cover Government Entities in Luzon, Visayas, and Mindanao. It will focus on the following four (4) government entities:

- a. National Government Agency (NGA),
- b. Government-Owned and Controlled Corporation (GOCC),
- c. Local Government Units (LGU), and,
- d. State Universities and Colleges (SUC).

The SP shall undertake data sampling of 200-350 respondents for the data/information gathering. Please see attached Annex "A" for the details of target respondents per Government Entity.

As part of the said study, the SP shall conduct six (6) Public Consultations in Luzon, Visayas and Mindanao to gather more inputs and recommendations from the government entities.

5. EXPECTED OUTPUT OR DELIVERABLES

Deliverables	% Work Output
A. Approved and accepted Research Plan/Agenda and Concept Paper; B. Approved and accepted Progress Report; C. Approved and accepted final research study with clear findings and recommendations to further optimize the implementation of GEMP through the following activities: <ul style="list-style-type: none"> Penetration rate of GEMP per region; Assessment of the energy consumption of government buildings nationwide for the period 2015 - 2021; Inventory of Government Buildings with Solar Projects Nationwide; Inventory of Airconditioning Units and Lighting System in Government Buildings Nationwide. 	70
D. Approved documentation on the conduct of six (6) Public Consultations in Luzon (2), Visayas (2), and Mindanao (2) including the provision of Pubcon Materials (i.e. Audio-Video Presentation (AVP), flyers and other printed materials) with 150 participants from the public sector and DOE for each of the pubcon. If the confirmed attendees exceed, hybrid pubcon (face to face and virtual) should be arranged. Venue and materials should be approved by the DOE prior to the conduct of pubcons. E. Approved and accepted public consultations post-activity report (to include the summary of inputs and recommendations from participating GEs);	30
	100

6. PROJECT COMPLETION

The project should be completed in **six (6) months** upon receipt of the Notice of Proceed.

No.	Activities	Duration in Calendar Days	M1	M2	M3	M4	M5	M6
1	Coordination/ Meetings/ Condu Inception Workshop	15						
2	Preparation and Submission of Research Plan/Agenda by the SP	15						
3	Gathering/Collection of Data/ Processing of Data/Analysis/ Preparation of Research Paper	60						
4	Submission and presentation of the initial results of the research paper to the end-user	30						
5	Conduct of 6 Public Consultations in Luzon, Visayas and Mindanao by the SP	30						
6	Submission of Post-activity report of the 6 Pubcons	10						
7	Submission and presentation of the final research paper study to the end-user	15						
8	Issuance of the Certificate of Completion and Acceptance	5						

7. APPROVED BUDGET FOR THE CONTRACT

The approved budget cost (ABC) for the professional services under this project activity is **Eleven Million Two Hundred Fifty Thousand Pesos (PhP 11,250,000.00)** under the DOE-EUMB Regular Budget.

8. SCHEDULE OF PAYMENT

	DELIVERABLES	TARGET SCHEDULE	Percentage of Total Contract Amount
A.	Inception Workshop/ Approved and accepted Inception Report	Within 20 days from the receipt of the Notice to Proceed	10%
B.	Draft Study and presentation of the initial results	Within 20 days after the submission of Inception Report	40%
C.	Conduct of 6 Public Consultations with Post-activity Report	Within 15 days after the submission of the Draft Study	25%
D.	Approved and Accepted Final Report	Within 20 days after the submission of the Post Activity Report	25%
<i>10% retention shall be deducted for every progress billing</i>			
<i>5% of the total contract cost shall be retain as warranty which will released upon completion of the warranty period.</i>			

For every deliverable, there should be a Certificate of Acceptance and Approval.

9. RESPONSIBILITIES OF THE PARTIES

In addition to the responsibilities stated in the Bidding Documents, the Service Provider shall:

- Coordinate with the EUMB-EPSMD on a regular basis.
- Ensure timely delivery of outputs.
- Provide to EUMB-EPSMD the list of target GE respondents for the study.
- Provide logistical support in the conduct of pubcon such as but not limited to preparation of invitation letters, program, and materials, sending out of invitations and coordination with attendees.
- Provide venue and meals for the participants for the conduct of 6 Pubcons in Luzon, Visayas, and Mindanao.
- Ensure that the hotel for the venue of pubcons should be at least a 3-star hotel.

The DOE – EUMB shall:

- a. Assign a counter focal point personnel for this research study for ease of communications and coordination.
- b. Conduct briefings and/or call for a coordination meeting with the service provider as needed.
- c. Conduct briefings to the research study team on all EUMB related programs and projects; and
- d. Determine acceptability of the deliverables.

10. TERMS

- a. Prices quoted shall be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of components and fluctuations in foreign exchange rates and excise duties.
- b. Progress payments will be released only upon the issuance of the Certificate of Acceptance from the end-user.
- c. In reference to GPPB Resolution No. 30-2017, the service provider shall provide performance security to the DOE.
- d. Upon completion of the project, the SP shall provide professional service for validation/review of the final project document for a period of six (6) months.

11. Warranty/After Sales Service

The Service provider shall provide a technical expert to assist the DOE in the public consultation and consultative deliberations for the period of six (6) months after the project acceptance.

12. PARTICIPATION OF WOMEN, SENIOR CITIZENS, AND PERSONS WITH DISABILITIES (PWDs)

The participation of women, senior citizens, and PWDs in every aspect of this research study implementation is encouraged. The purpose of gender and development is to ensure that both men and women including senior citizens and PWDs can participate in, and benefit from, the development in a way that is equitable. Likewise, the gender and development approach focus on the socially constructed differences between men and women, the need to challenge existing gender roles and relations, and the creation and effects of class differences on development.

ANNEX "A"

PERCENTAGE DISTRIBUTION OF TARGET RESPONDENTS

Island	Region	Distirbution per Island	Distribution per Government Entity	
LUZON	NCR	50%		
	CAR			
	Region 1			
	Region 2			
	Region 3			
	Region 4-A			
	Region 4- B			
	Region 5			
VISAYAS	Region 6	20%		
	Region 7			
	Region 8			
MINDANAO	Region 9	30%		
	Region 10			
	Region 11			
	Region 12			
	Region 13			
	BARMM			
			NGAs	20%
			GOCCs	20%
			LGUs	40%
			SUCs	20%

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. **After sales warranty.**
 - 4. **ESCO Certification of Registration issued by the Department of Energy**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS) (**Bidding Form Annex D**); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving

full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

III. Post-Qualification Requirements:

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

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

Bidding Forms

Mandatory Submission of Bidding Forms

Annex A

STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

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

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

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

Submitted By:

(Signature over Printed Name)

Note:

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

Annex B

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

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

Single Largest Completed Contract (SLCC) for the period

(last four years), where applicable.

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

Submitted By:

(Signature over Printed Name)

Note:

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

Annex C

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Annex D

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

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Annex E

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

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Annex F

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature _____

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

Annex F

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf _____

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

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

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

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

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

for:
Department of Energy

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

for:
[Insert Name of Supplier]

Witness for DOE
[Position Title]

Witness for Supplier
[Position Title]

Helen C. Roldan
OIC-Chief Accountant
Witness

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