

DEPARTMENT OF ENERGY (Kagawaran ng Enerhiya) Procurement Management Division 3F DOE Main Bldg., Energy Center, Rizal Drive Bonifacio Global City, Taguig City, Philippines 1632 Telephone No.: (02) 3479-2900 local 428 Facsimile: (02) 8541-4105 Email address:

#### **BIDDING DOCUMENTS**

# 10<sup>TH</sup> PB CY2025 – SUPPLY AND DELIVERY OF AFETD's TECHNICAL AND SCIENTIFIC EQUIPMENT FOR CY2025

(Purchase Request No. 05-0151-2025-02-0082)

Sixth Edition July 2020



#### INVITATION TO BID FOR Supply and Delivery of AFETD's Technical and Scientific Equipment for CY2025

1. The **Department of Energy (DOE)**, through the **General Appropriations Act 2025** intends to apply the sum of **Php8,309,000.00**, being the ABC to payments under the contract for **Supply and Delivery of AFETD's Technical and Scientific Equipment for CY2025**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Article	Qty	Unit Cost (Php)	Total Cost (Php)
1	1. 10 KVA Uninterruptible Power Supply (UPS) for Audio-Video Testing Facility	1 unit	1,200,000.00	1,900,000.00
	2. 6 KVA Uninterruptible Power Supply (UPS) for Refrigerating Appliance Testing Facility	2 units	350,000.00	1,900,000.00
2	1. Fabrication of Storage Mould for Standard Test Packages	4 sets	75,000.00	1,312,000.00
	2. Illuminance Spectrophotometer	1 unit	972,000.00	1,512,000.00
	3. Digital Sound Level Meter	1 unit	40,000.00	
3	1. Programmable Bidirectional DC Power Supply with Kit and Peripherals	1 unit	1,296,000.00	1,296,000.00
4	1. Precision Infrared Calibrator	1 unit	1,200,000.00	1,200,000.00
5	1. Portable Temperature and Humidity Meter	4 units	150,000.00	600,000.00
	1. Clamp Multimeter	2 units	150,000.00	
6	2. Four-Post Vehicle Lifter with OBD Scanner	1 unit	580,000.00	931,000.00
	3. EVCS Charging Station Adapter Kit	1 lot	51,000.00	
7	1. Power Quality Analyzer	1 unit	1,000,000.00	1,000,000.00
	Total ABC:			8,309,000.00

- 2. The **Department of Energy (DOE)** now invites bids for the above Procurement Project. Delivery of the Goods and Services is required **Sixty (60) Calendar Days** upon receipt of Notice to Proceed. Bidders should have completed, **within two (2) 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 nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

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

5. A complete set of Bidding Documents may be acquired by interested Bidders on **30** April 2025 from the given address and website(s) below and upon payment of the applicable fee, for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184.

Lot No.	Article	Bid Docs Fee (Php)
	1. 10 KVA Uninterruptible Power Supply (UPS) for	
1	Audio-Video Testing Facility	2,000.00
	2. 6 KVA Uninterruptible Power Supply (UPS) for	2,000.00
	Refrigerating Appliance Testing Facility	
	1. Fabrication of Storage Mould for Standard Test	
2	Packages	1 500 00
	2. Illuminance Spectrophotometer	1,500.00
	3. Digital Sound Level Meter	
3	1. Programmable Bidirectional DC Power Supply with	1,500.00
	Kit and Peripherals	
4	1. Precision Infrared Calibrator	1,500.00
5	1. Portable Temperature and Humidity Meter	500.00
	1. Clamp Multimeter	
6	2. Four-Post Vehicle Lifter with OBD Scanner	1,000.00
	3. EVCS Charging Station Adapter Kit	1
7	1. Power Quality Analyzer	1,000.00
	If All Lots:	9,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees [specify the manner if it will be presented in person, by facsimile, or through electronic means.]

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

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

- 1. Call the Procurement Management Division at 84792900 local 428 or send email to <u>jlabad@doe.gov.ph</u>, <u>pmd@doe.gov.ph</u> a day before their payment, with the following information:
  - a. Company Name & Address
  - b. Title of Item to Bid
  - c. Contact Person
  - d. Contact Number
  - e. At least two (2) official email addresses
- 2. The supplier should respond "Yes" to the email that will be sent by DOE regarding the payment.

- 3. The Supplier will receive from DOE Accounting an approved Order of Payment.
- 4. The Supplier should present the approved Order of Payment to the DOE Treasury during payment and provide copy to Procurement Management Division or upon submission of Bid.
- 5. In the case of Bank Payment Deposit the Supplier shall ensure that the amount paid is as reflected in the Order of Payment and sent a copy of the Bank Deposit Slip together with the approved Order of Payment to the email address above or upon submission of Bid

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

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name	:	DOE Trust Fund
Account No.	:	3982-1098-59
Swift Code	:	TLBPPHMM
Beneficiary Address	:	Department of Energy, Energy Center, BGC,
-		Taguig City

Copy of the **payment** receipt must be emailed to: **Jaymee Joy A. Deogracias:** bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph

- 6. The **Department of Energy (DOE)** will hold a Pre-Bid Conference<sup>1</sup> on **08 May 2025** which will start at 8:00AM at **DOE** Audio Visual Room, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 08:00 AM of 22 May 2025 or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or before 08:00 AM of 22 May 2025. Online submission is not yet available. Late bids shall not be accepted.

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

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

<sup>&</sup>lt;sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

- 9. Bid opening shall be on 22 May 2025 at 09:00AM, DOE Audio Visual Room, DOE-Main Building. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. To minimize errors in the preparation of bids, bidders are strongly encouraged to send the person or representative actually preparing their bids to attend/participate in the Prebid Conference. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

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

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

#### Jaymee Joy A. Deogracias

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

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

(SGD)

Undersecretary GIOVANNI CARLO J. BACORDO Chairperson Bids and Awards Committee

# Notes on the Instructions to Bidders

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

# 1. Scope of Bid

The Procuring Entity, **Department of Energy (DOE)** wishes to receive Bids for the **Supply and Delivery of AFETD's Technical and Scientific Equipment for CY2025** under **Purchase Request No. 05-0151- 2025-02-0082** 

The Procurement Project (referred to herein as "Project") is composed of **Seven (7**) **Lots**, the details of which are described in Section VII (Technical Specifications).

# 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **General Appropriations Act (GAA) 2025** in the amount of **Php8,309,000.00**.
- 2.2. The source of funding is:

#### NGA, the General Appropriations Act or Special Appropriations.

#### **3.** Bidding Requirements

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

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

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

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

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

# 5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

# 6. Origin of Goods

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

# 7. Subcontracts

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

The Procuring Entity has prescribed that:

#### a. Subcontracting is not allowed.

# 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **08 May 2025** which **will start at 08:00 AM** at the **DOE** – **Audio Visual Room DOE BAC Main Office** as indicated in paragraph 6 of the **IB**.

# 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two (2) 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in the **BDS.**
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

# **13. Bid and Payment Currencies**

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

#### **Philippine Pesos.**

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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 <u>19 September 2025</u>. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

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

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

#### **18. Domestic Preference**

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

# 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

#### One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

# **20.** Post-Qualification

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

# **21.** Signing of the Contract

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

# Section III. Bid Data Sheet

# Notes on the Bid Data Sheet

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

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

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

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

# **Bid Data Sheet**

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

# Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

# **1.** Scope of Contract

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

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

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

# 2. Advance Payment and Terms of Payment

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

# **3.** Performance Security

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

# 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

# 5. Warranty

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

# 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

# Notes on the Special Conditions of Contract

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

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

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

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

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

# **Special Conditions of Contract**

	ract price for the Goods shall include the prices charged by the Supplier
	ental services and shall not exceed the prevailing rates charged to other the Supplier for similar services.
Spare Pa	rts –
	lier is required to provide all of the following materials, notifications, and on pertaining to spare parts manufactured or distributed by the Supplier:
Sup	h spare parts as the Procuring Entity may elect to purchase from the pplier, provided that this election shall not relieve the Supplier of any ranty obligations under this Contract; and
2. in th	he event of termination of production of the spare parts:
i.	advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii.	following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
	e parts and other components required are listed in <b>Section VI</b> ( <b>Schedule rements</b> ) and the costs thereof are included in the contract price.
Packagin	ıg –
their dam in this Co rough ha precipitat shall take	blier shall provide such packaging of the Goods as is required to prevent age or deterioration during transit to their final destination, as indicated ntract. The packaging shall be sufficient to withstand, without limitation, ndling during transit and exposure to extreme temperatures, salt and ion during transit, and open storage. Packaging case size and weights into consideration, where appropriate, the remoteness of the Goods' final on and the absence of heavy handling facilities at all points in transit.

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

	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
	Regular and Recurring Services –
2.2	The terms of payment shall be as follows:
	Payment shall be made as per schedule under the TOR and will be processed and paid upon completion of all deliverables and issuance of end-user's acceptance certificate and submission of complete documents. Payment is through check payment and is subject to usual government budgeting auditing, and accounting procedures.
4	The inspections and tests that will be conducted are: As stated in the TOR/Specifications

# Section VI. Schedule of Requirements

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

Lot No.	Item	Qty	Delivery
	Supply and Delivery of AFETD's Technical and Scientific Equipment for CY2025		
1	1. 10 KVA Uninterruptible Power Supply (UPS) for Audio-Video Testing Facility	1 unit	
	<ol> <li>6 KVA Uninterruptible Power Supply (UPS) for Refrigerating Appliance Testing Facility</li> </ol>	2 units	
2	<ol> <li>Fabrication of Storage Mould for Standard Test Packages</li> </ol>	4 sets	Sixty (60) Calendar Days
	2. Illuminance Spectrophotometer	1 unit	upon receipt of Notice to
	3. Digital Sound Level Meter	1 unit	Proceed
3	1. Programmable Bidirectional DC Power Supply with Kit and Peripherals	1 unit	
4	1. Precision Infrared Calibrator	1 unit	
5	1. Portable Temperature and Humidity Meter	4 units	
6	1. Clamp Multimeter	2 units	
	2. Four-Post Vehicle Lifter with OBD Scanner	1 unit	
	3. EVCS Charging Station Adapter Kit	1 lot	
7	1. Power Quality Analyzer	1 unit	

# Notes for Preparing the Technical Specifications

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

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

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

# Sample Clause: Equivalency of Standards and Codes

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

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

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

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

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

# **Technical Specifications**

# **TERMS OF REFERENCE/ SPECIFICATION**

#### **Procurement of Various Technical and Scientific Equipment**

Bidder's Statement of Compliance

Lot No.	Ar	ticle	Qty	Unit Cost (Php)	Total Cost (Php)
1	1.	10 KVA Uninterruptible Power Supply (UPS) for Audio-Video Testing Facility	1 unit	1,200,000.00	1,900,000.00
	2.	6 KVA Uninterruptible Power Supply (UPS) for Refrigerating Appliance Testing Facility	2 units	350,000.00	1,900,000.00
2	1.	Mould for Standard Test Packages	4 sets	75,000.00	1,312,000.00
	2.	Illuminance Spectrophotometer	1 unit	972,000.00	1,312,000.00
	3.	Digital Sound Level Meter	1 unit	40,000.00	
3	1.	Programmable Bidirectional DC Power Supply with Kit and Peripherals	1 unit	1,296,000.00	1,296,000.00
4	1.	Precision Infrared Calibrator	1 unit	1,200,000.00	1,200,000.00
5	1.	Portable Temperature and Humidity Meter	4 units	150,000.00	600,000.00
	1.	Clamp Multimeter	2 units	150,000.00	
6	2.	Four-Post Vehicle Lifter with OBD Scanner	1 unit	580,000.00	931,000.00
	3.	EVCS Charging Station Adapter Kit	1 lot	51,000.00	
7	1.	Power Quality Analyzer	1 unit	1,000,000.00	1,000,000.00
		<b>Total ABC:</b>			8,309,000.00

Note: All items are to be bid per lot

# FOR LOT 1:

- SCOPE OF WORK:
- The Uninterruptible Power Supply (UPS) units are essential equipment designed to provide continuous and reliable power to electronic devices and equipment, particularly during power outages or fluctuations. These units will replace the unserviceable UPS units in the following testing facilities:
- a. 10 kVA UPS: For the Audio-Video Testing Facility.
- b. 6 kVA UPS: For the Refrigerating Appliance Testing Facility.

- The successful contractor shall be responsible Supply, Delivery, Installation, Testing and Commissioning of one (1) unit of 10kVA Uninterruptable Power Supply (UPS) for Audio-Video Testing Facility and two (2) units of 6kVA Uninterruptable Power Supply (UPS) for Refrigerating Appliance Testing Facility
- Supply labor and necessary materials for Dismantling of the defective UPS and installing the new units at the designated location
- Delivery must include instruction manual and other accessories needed for the operation of the said Uninterruptable Power Supply
- Supplier must provide training to LATL personnel for the operation of the equipment

#### ✤ 1.) 10 KVA Uninterruptable Power Supply for Audio-Video Testing Facility

Rated capacity (KVA)	10
AC mains Input	10
Rectifier structure	6 pulse or 12 pulse rectifier
	380/400/415V+N+W 3 phase or 220v/230v/240v
Rated Input Voltage	L1, L2, L3 + G
Input Voltage Range	286-475Vac
Input Freq. Range	50/60HZ ± 10%
Mains Input and Bypass Input	Independence
Soft-Start	>20s
Bypass input	
Rated input voltage	220/230/240V L1, L2, L3+G
Input Voltage Range	$220/230/240V \pm 10\%$
Frequency Range	50/60HZ ± 10%
Static bypass transfer time	Oms (Static switch phase-locked control technology)
Static bypass overload ability	200%~ 5mins ; 1000%~ 10s
Frequency Range	$\pm 1$ Hz, $\pm 2$ Hz, $\pm 3$ Hz adjustable
ECO	Available
	Available, with Manual Maintenance bypass
Manual Maintenance bypass	Switch
Output	
Output Power Factor	0.8
Rated Voltage	220/230/240V P+N+G
	230Vac±1% (Static Load), 230Vac±2% (100-
Voltage Regulation	0% Sudden change)
Frequency	50/60Hz±0.1% (Battery mode)
Frequency Tracking range	54-70Hz
Overload	125%: 10mins, 150%, 1mins
Output voltage distortion	<1% (Linear full Load) , <5% (100% Non-
	Linear Load)
Inverter structure	IGBT PWM, Output Isolated transformer based
Efficiency	90%
Output Wave Form	Pure sine wave
Overload	125%: more than 10mins ; > 150%: more than 30s

	transfer to bypass
Crest Ratio	3:1
Short-Circuit	Circuit Auto-Protection, Bypass Switch Tripping
Output abnormal	Inverter output auto-blocking protection
Parallel Redundancy	Available, up to 8 redundant parallel machines
Communication	
Display (6-pulse rectifier)	Standard color 2.4-inch LCD display, LCD+LED
Display (12-pulse rectifier)	Standard color 7-inch LCD display, LCD+LED
Display state	Input status; output status; bypass status; load status;
	charging
	status; ECO mode; inverter status; rectifier
	operation; inverter
	temperature;
	LCD display: transformer status; running time
	(days); machine
	number; calendar, clock; machine model and
	specification; product
	version number; historical cumulative records;
	historical fault
	records; language setting; ECO setting; clock,
	calendar setting;
	battery discharge test etc .
Modbus	LED display: UPS running status default
Dry contact	Default 4ways
Dry contact	Default RS232/USB/EPO/RS485 ; SNMP (
Communication and	
Communication port	Optional)
	Multifunction, Monitoring system online and bat mode mains failure battery voltage low remote
Remote monitor	control power off control menu
Battery	control power off control menu
Battery rated current voltage	Standard 384Vdc (32pcs)
Recharging current	5-10A
Section Sing Contone	Intelligent charging design controlled by DSP, with
	constant charging, floating charging, equal
	charging, and intelligent battery management
Charge and discharge method	system design
Cold start	DC cold start from battery
Environment	· · · · · · · · · · · · · · · · · · ·
Working Temp.	-10~40°C
Storage Temp.	-25-60°C (without batteries)
Humidity	95% Non-condensing
Altitude	1000 without Derated
Noise	$\leq$ 60-65dB
	Speed control Cooling fan
Cooling system	
Cabinet Color	RAL 7035 (other colors are optional)         IP42 or higher protection level optional
Cooling system Cabinet Color IP Level Mute	RAL 7035 (other colors are optional)

Generator Compatibility	Available
Host machine protection	
	Overload, short-circuit, Over Temp. Utility Voltage
Protection	High/Low, Battery Voltage High/ Low
	Utility Abnormal or Fault, Battery voltage
	Low/High, Overload, UPS fault, Short-circuit
Alarm	etc.
EPO	Available
Standard	
Safety	IEC/EN 62040-1, IEC/EN 60950
EMC	IEC61000-4
LVD	IEC62040-2
UPS SIZE W*D*H	W600*D800*H2200

# 2.) 6 KVA Uninterruptable Power Supply for Refrigerating Appliance Testing Facility

Rated capacity (KVA)	6
AC mains input	
Rectifier structure	SCR Rectifier
Rated input voltage	220/230/240Vac L+N+PE
Input voltage Range	160-280Vac
Input frequency Range	$50/60$ Hz $\pm 10\%$
Mains input and Bypass input	Independence, can be dual-source and dual-channel
Soft-start	>20s
Bypass AC input	
Rated input voltage	220/230/240V L+N+PE
Input Voltage Range	$220/230/240V \pm 10\%$
Input Frequency Range	$50/60HZ\pm10\%$
Static Bypass Transfer Time	Oms (Static switch phase-locked control technology)
Static bypass overload	200% ~5mins; 1000% ~10s
Frequency Range	$\pm 1$ Hz, $\pm 2$ Hz, $\pm 3$ Hz adjustable
ECO Mode	Available
Manual Maintenance bypass	Available, with Manual Maintenance Bypass Switch
Output	
Output power factor	0.8
Rated Voltage	220/230/240V P+N+G
Voltage Regulation	220Vac±1% (Static Load) , 220Vac±2% (100-
	0% sudden change)
Frequency	60/50Hz±0.1% (Battery Mode)
Frequency tracking range	46-54Hz
Overload	125%:10mins, 150%:1mins
Output voltage distortion	<1% (Linear full load), <5% (100% Non-
	linear load)
Inverter	IGBT PWM, Built-in output transformer based
Efficiency	85-90%
Output wave form	Pure sine wave
Over load	125%:more than 1 mins ; > 150%: more than 30s

	transfer to bypass		
Crest Ratio	3:1		
Short-circuit	Circuit auto protection, bypass breaker trips		
Dutput Abnormal	Inverter output auto-locked protection		
Parallel redundancy	Available, up to 8 redundant parallel machines		
Communication			
CD Display	Standard color 2.4-inch LCD display, LCD+LED		
Display state	Input status; output status; bypass status; load status;		
1 5	charging status; ECO mode; inverter status;		
	rectifier operation; inverter temperature; LCD		
	display: transformer status; running time (days);		
	machine number; calendar, clock; machine		
	model and specification; product version		
	number; historical cumulative records; historical		
	fault records; language setting; ECO setting;		
	clock, calendar setting; battery discharge test		
<u> </u>	etc. LED display: UPS running status		
Modbus	Default		
Dry contact	Default 4ways		
Communication port	Default RS232/USB/EPO/RS485; SNMP (		
	optional)		
Monitoring software	With monitoring and management under various		
	operating systems, mains and battery status,		
	mains failure, low battery voltage, remote		
	shutdown, control menu		
Battery	1001/1		
Battery Rated DC Voltage	192Vdc		
Recharging current	4A With constant change float change mode with		
Charge and discharge method	With constant charge, float charge mode, with		
Cold start	intelligent battery management system designDC cold start from battery		
Environment			
Working Temp.	-10~40°C		
storage Temp.	-10~40 C -25-60°C (without batteries)		
0 1			
Humidity Elevation	95% Non-condensing 1000m without derated		
Noise	<pre> 1000m without derated &lt; 60-65dB</pre>		
	—		
Coling gratem	Speed Control cooling fan		
Cooling system			
Cabinet Color	RAL 7035 (other colors are optional)		
Cabinet Color P level	RAL 7035 (other colors are optional)IP31 or higher protection level optional		
Cabinet Color P level Mute	RAL 7035 (other colors are optional)         IP31 or higher protection level optional         Auto		
Cabinet Color P level Mute PCB board protection	RAL 7035 (other colors are optional)         IP31 or higher protection level optional         Auto         Three anti-Corrosion Paint protection		
Cabinet Color P level Mute CB board protection Generator Compatibility	RAL 7035 (other colors are optional)         IP31 or higher protection level optional         Auto		
Cabinet Color P level Mute PCB board protection Generator Compatibility Host machine protection	RAL 7035 (other colors are optional)IP31 or higher protection level optionalAutoThree anti-Corrosion Paint protectionAvailable		
Cabinet Color P level Mute CB board protection Generator Compatibility	RAL 7035 (other colors are optional)         IP31 or higher protection level optional         Auto         Three anti-Corrosion Paint protection         Available         Overload, short-circuit, Over Temp. Utility Voltage		
Cabinet Color P level Mute PCB board protection Generator Compatibility Host machine protection Protection	RAL 7035 (other colors are optional)         IP31 or higher protection level optional         Auto         Three anti-Corrosion Paint protection         Available         Overload, short-circuit, Over Temp. Utility Voltage         High/Low, Battery Voltage High/ Low		
Cabinet Color P level Mute PCB board protection Generator Compatibility Host machine protection	RAL 7035 (other colors are optional)         IP31 or higher protection level optional         Auto         Three anti-Corrosion Paint protection         Available         Overload, short-circuit, Over Temp. Utility Voltage         High/Low, Battery Voltage High/ Low         Mains abnormality or failure, low/high battery		
Cabinet Color P level Mute PCB board protection Generator Compatibility Host machine protection Protection	RAL 7035 (other colors are optional)         IP31 or higher protection level optional         Auto         Three anti-Corrosion Paint protection         Available         Overload, short-circuit, Over Temp. Utility Voltage         High/Low, Battery Voltage High/ Low		

Safety	IEC/EN 62040-1, IEC/EN 60950	
EMC	IEC61000-4	
LVD	IEC62040-2	
Physical parameters (W*D*H		
mm)		
output isolation	255*580*700	
Input + output isolation	255*580*700	

# FOR LOT 2:

# ✤ 1.) Fabrication of Storage Mould for Standard Test Packages

# • SCOPE OF WORK:

The successful contractor shall be responsible for the complete delivery of the Fabrication of Storage Mould for Standard Test Packages. The technical specifications are as follows:

- a. 12 mm thick aluminum plate
- b. 10 mm thick aluminum plate

Custom-made moulds (casing) that will be used as storage to maintain the quality of the standard test packages. The moulds shall be made of aluminum plate, provided with means of firmly holding together of six (6) pieces of different test package with dimension of:

Itom no	Dimensions	Mass
Item no.	(mm)	(g)
1	25 x 50 x 100	125
2	50 x 50 x 100	250
3	50 x 100 x 100	500
4	25 x 100 x 200	500
5	50 x 100 x 200	1000
6	50 x 100 x 100	500

Note: Please see the attached sketch of the casing of storage test package of Refrigerator at the last page of this Terms of Reference.

# ✤ 2.) Illuminance Spectrophotometer

- SCOPE OF WORK:
- A Illuminance Spectrophotometer are equipment used to measure the illuminance of the TV sets. The equipment is the replacement for Konica Minolta CA-210.
- The successful contractor shall be responsible for the complete delivery of Illuminance Spectrophotometer
- Delivery must include instruction manual and other accessories needed for the operation of the said Illuminance Spectrophotometer
- Supplier must provide training of two (2) LATL personnel for the operation of the equipment

Wavelength range	360 ~ 780 nm	
Output wavelength spacing	1 nm	
Spectral bandwidth	Approx. 10 nm (half bandwidth)	
Wavelength accuracy	±0.3 nm (Median wavelengths of 435.8 nm, 546.1 nm, and 585.3 nm*2 as specified in JIS Z 8724)*3	
Measurement range	0.1 to 100,000 lx (chromaticity display requires 5 lx or more)	
	Ev (Illuminance) : $\pm 2\% \pm 1$ digit of displayed value	
Accuracy *4, 5 (Standard illuminants A)	xy: ±0.0015 (10 to 100,000 lx) xy: ±0.002 (5 to 10 lx)	
	Ev: 0.5% + 1digit	
Repeatability (20) (Standard illuminant A)	XY: .0005 (500 ~ 100,000 lx) XY: .001 (100 ~ 500 lx) XY: .002 (30 ~ 100 lx) XY: 0.004 (5 ~ 30 lx)	
Visible-region relative spectral response characteristics (f1')	Within 1.5% of spectral luminous efficiency V ( $\lambda$ )	
Cosine response (f2)	Ev: Within 3%	
Temperature drift (fT)	Ev: ±3% of displayed value; xy: ±0.003	
Humidity drift (fH)	Ev: ±3% of displayed value; xy: ±0.003	
Measurement time	Super Fast mode: Approx. 0.2 sec. (when connected to computer); Fast mode: Approx. 0.5 sec.; Slow mode: Approx. 2.5 sec.; Automatic exposure time setting (high accuracy) mode: Approx. 0.5 to 27 sec.	
Display modes	<ul> <li>XYZ; X10Y10Z10; Evxy; Evu'v'; Ev; Dominant wavelength, Excitation purity; Correlated color temperature, Δuv; General color-rendering index (Ra); Special color-rendering indexes (Ri (i=1~15)); Spectral graph; Peak wavelength; Δ (XYZ); Δ (X10Y10Z10); Δ (Evxy); Δ (Evu'v'); Rank display</li> </ul>	

Other Features	Data memory: 100 data; User calibration function (when connected to computer); Continuous measurement (when connected to computer); Auto off function
Language	English, Japanese, Chinese (Simplified)
Interface	USB2.0
Power	Rechargeable internal lithium-ion battery (Operating time per charge: Approx. 6 hours when new); AC adapter; USB power bus
Operating temperature and humidity range	-10 to 40°C, relative humidity of 85% or less (at 35°C) with no condensation
Storage temperature and humidity	-10 to 45°C, relative humidity of 85% or less (at 35°C) with no condensation

# ✤ 3.) Digital Sound Level Meter

#### • SCOPE OF WORK:

The digital sound level meter will be used by Audio-Video Testing Facility (AVTF) to measure the sound level of audio-video equipment during energy performance testing. Measurements obtained in this equipment will be used to validate the measurement of AVTF UPP Audio Analyzer.

The successful contractor shall be responsible for the complete delivery of the digital sound level meter, including the instruction manual and all necessary accessories required for its operation. The technical specifications are as follows:

Specifications	
Display	0.1 db steps on 4-digit LCD screen
Frequency response	From 31.5 Hz to 8 kHz
Microphone	0.5-inch electric condenser microphone
Time Weighting	Fast slow
Dimensions	200 x 56.32 mm

Measurement Parameter	Range	Resolution	Accuracy	
Measurement of environment noise (A Weighted)	30 to 130 db	0.1 db	±1.5 db 94db@1KHZ)	(ref
Measurement of environment noise (C Weighted)	35 to 130 db	0.1 db	±1.5 db 94db@1KHZ)	(ref

# FOR LOT 3:

## ✤ 1.) Programmable bidirectional DC Power Supply

#### • SCOPE OF WORK:

A programmable bidirectional DC Power Supply is used to provide power on lighting products and other electrical devices that may need to be tested. The equipment will be placed on Goniophotometry Testing Facility to have a wide range of voltage and current requirement for testing, especially for the industrial grade solar powered LED Lights. Supply and delivery of one (1) unit of Programmable bidirectional DC Supply with kit and peripherals.

DC power supply	
Output voltage	Variable 0-80V
Output current	Variable ≤0-60A
Output power	≥1200W
Resistance Range	0.04 - 80
Output Capacity	8640 μF
Ripple rms CV	10 mV BW 300 kHz
Display Accuracy (Voltage	0.05% + 0.05% F.S.
Display Accuracy (Current	0.1% + 0.1% F.S.
Load Regulation (CV)	≤0.05% FS
Line Regulation (CV)	≤0.01% FS
Dimension	Compatible for 2U Rack
DC Output Dynamic	Rise and Fall Time <21ms
Protective Functions	Overvoltage protection adjustable, 0 - 110%
	Overcurrent protection adjustable, 0 - 110%
	Overpower protection adjustable, 0 - 110%
	Overtemperature protection
AC input	100-240VAC ±10% at 50/60Hz Single Phase
Power Factor	>0.99
Overvoltage Category	2
Meter type	Digital
Interfaces	USB/Ethernet/CAN
Other Features	
	Power Control Software (Licensed)
	Battery Simulation Function Software (Licensed)
	Solar array simulation
Accessories	
Laptop for Simulation	Operating System: Windows 11
	Processor: Intel Core i5/ Ryzen 7 or better

	RAM: 16gb or higher	
	Storage: 512gb or higher	1
	Panel Size: 15.6 inch or higher	1
	GPU: Nvidia GeForce RTX 4060 or higher	1
	Additional Port: Thunder Bolt 4	1
Storage Device	64gb Flash Drive for Data acquisition	1
Banana Plugs	6pcs, 2M or more	1
Calibration Certificate		1

# FOR LOT 4:

## \* 1.) Precision Infrared Calibrator

- SCOPE OF WORK:
- The Precision Infrared Calibrator is an equipment used for conducting high-quality infrared thermometers and thermal imagers calibrations. The successful contractor shall be responsible for the complete supply, delivery, installation and commissioning of the Precision Infrared Calibrator.

Technical Specifications	
Temperature range (@ 23 °C ambient, 0.95 emissivity)	35 °C to 500 °C
Display accuracy	$\begin{array}{r} \pm \ 0.35 \ ^{\circ}\text{C} \ \text{at} \ 35 \ ^{\circ}\text{C} \\ \pm \ 0.50 \ ^{\circ}\text{C} \ \text{at} \ 100 \ ^{\circ}\text{C} \\ \pm \ 0.70 \ ^{\circ}\text{C} \ \text{at} \ 200 \ ^{\circ}\text{C} \\ \pm \ 1.20 \ ^{\circ}\text{C} \ \text{at} \ 350 \ ^{\circ}\text{C} \\ \pm \ 1.60 \ ^{\circ}\text{C} \ \text{at} \ 500 \ ^{\circ}\text{C} \end{array}$
Stability	± 0.05 °C at 35 °C ± 0.20 °C at 200 °C ± 0.40 °C at 500 °C
Uniformity (5.0 in diameter of center of target)	± 0.10 °C at 35 °C ± 0.50 °C at 200 °C ± 1.00 °C at 500 °C
Uniformity (2.0 in diameter of center of target)	± 0.10 °C at 35 °C ± 0.25 °C at 200 °C ± 0.50 °C at 500 °C
Heating time	45 min: 35 °C to 500 °C
Cooling time	100 min: 500 °C to 35 °C 40 min: 500 °C to 100 °C
Stabilization time	10 minutes
Nominal emissivity	0.95
Thermometer emissivity compensation	0.9 to 1.0
Target diameter	152.4 mm (6 in)
Computer interface	RS-232
Power	230 V ac (± 10%), 5 A,

	50/60 Hz, 1000 W
Fuse(s)	230 V ac 5 A, 250 V
Size (HxWxD)	14 in x 9.5 in x 8.5 in
Weight	9.5 kg (21 lb)
	IR Calibrator, 152 mm (6 in), 35 °C to 500 °C Includes:
	1.IR Calibrator
	2.Report of Calibration
	3.Power Cord
	4.User's Guide
	5.Documentation CD
	6.Target Cover
	7.Serial Cable
	8.Secondary probe compatible for the Precision Infrared
	Calibrator that will be used for internal calibration.
	9.Infrared (IR) Thermometer that will be used to check the
	temperature being emitted by the Precision Infrared
	Calibrator
	10. Copy of ASTM E2847, "Standard Practice for
	Calibration and Accuracy Verification of Wideband
	Infrared Thermometers"
Accessories	11. Mounting kit (tripod) and calibrated measuring tape
	12. Connectors for PC/printer interface
	13. Power adopter if necessary
	14. User's/Operation Manual
	15. ISO/IEC 17025:2017 accredited calibration
	report/certificate with calibration data for full range
	calibration as per user's/operator's manual
	16. Materials needed for cleaning and maintenance of the
	equipment.
	17. Uninterruptible Power Supply (UPS) compatible with
	the calibrator to avoid damage caused by line surges
	and voltage fluctuations with the following
	specifications.
	<ul> <li>Main Input Voltage: 230 V</li> </ul>
	<ul> <li>Main Output Voltage: 230 V</li> <li>Main Output Voltage: 230 V</li> </ul>
	<ul> <li>Rated power in W: 1500 W</li> </ul>
	<ul> <li>Battery type: Lead-acid battery</li> </ul>

# FOR LOT 5:

# 1.) Portable Temperature and Humidity Meter

# • SCOPE OF WORK:

Supply and delivery of four (4) units of Portable Temperature and Humidity Meter with kit and peripheral.

Humidity Measurement	
Measurement Range	0 - 100% RH
Accuracy at 23°C	±1.3 %RH @ 0 – 10% RH ±0.8 %RH @ 10 – 60% RH
Repeatability	0.3%RH
Response Time	Typical 3 min. (Depends on air flow)
Long-term stability	< 1 %RH / Year
Temperature Measurement	
Measurement Range	$0-50^{\circ}\mathrm{C}$
Accuracy at 23°C	±0.3°C
Repeatability	0.05°C
Response Time	Typical 10min (depends on Air Flow)
Long-term stability	$< 0.1^{\circ}$ C / year
Logging Function	
Logging Modes	Start-Stop Loop
Logging Interval	Min 5 sec. Up to 1 Hour in 5 sec. increments
General Specifications	
Device Type	Humidity-temperature data logger with internal sensors
Battery Type	3 x AA (1.5V) alkaline
Recording Capacity	20,000 Value Pairs
Recorded Parameter(s)	Relative Humidity and Temperature
Accessories	
Alkaline Battery	Size: AA Qty: 50pcs
Calibration Certificate	

### FOR LOT 6:

### ✤ 1.) Clamp Multimeter

#### • SCOPE OF WORK:

Supply and delivery of two (2) units of True-RMS AC/DC Clamp Multimeter.

Attribute	Value	
Features	• Currents: 2,000 Aac / 3,000 Adc	
	• Voltages: 1,200 Vac / 1,700 Vdc	
	• Clamping diameter: 60 mm	
	• Large 10,000-count display	
	• Automatic AC / DC detection	
	• Min, Max, Peak	
	Relative and Differential measurements	

	Power values	
	THD & Harmonics	
Display Resolution	10,000 cts	
Measurement Display	3	
Acquisition Method	TRMS [AC, AC+DC]/DC	
Clamping Diameter	60mm	
Autorange	Yes	
Automatic AC/DC	Yes	
Detection		
A DC	0.25 A to 3,000 A	
A AC	0.25 A to 2,000 A (3,000 A Peak)	
A AC+DC	0.25 A to 2,000 A (3,000 A Peak)	
Best Accuracy	1% of reading + 3 counts	
V AC	0.15 V to 1,200 V (1,700 V peak)	
V DC	0.15 V to 1,700 V	
V AC+DC	0.15 V to 1,200 V (1,700 V peak)	
Best Accuracy	1% of reading + 3 counts	
Frequency	Current: 5.0 Hz to 1,000 Hz	
	Voltage: 5.0 Hz to 20.00 kHz	
Diode Test	Yes	
Data Recording	Yes	
Communication Interface	Bluetooth	
PC Software/Bluetooth	Yes	
Power Supply	4 x 1.5 V AA Batteries	
Electrical Safety as per IEC	1000V CAT IV / 1500V CAT III	
61010		
Dimensions (H x L x D)	111 x 296 x 41 mm / 640 g	
Inclusion	Carrying Pouch	
	• One (1) set of batteries	
	One (1) set of Alligator Clip	
	Multilingual Quick Start Guide	
	• One (1) set of banana leads	
	Verification Certificate	
	Calibration Certificate	

#### **\*** 2.) Four-Post Vehicle Lifter with OBD Scanner

#### • SCOPE OF WORK:

This procurement includes a comprehensive set of tools and equipment necessary to enhance the efficiency and precision of vehicle maintenance, inspection, and repair operations. It aims to equip the workshop with state-of-the-art technology to meet modern automotive service demands. The successful contractor shall be responsible for the complete supply, delivery, installation, and commissioning of one (1) lot of Four-Post Vehicle Lifter with OBD Scanner.

Technical Specifications:		
	Adjustable platform width	
	Manual safety lock release system	
	Level adjustable safety lock rails	
	Aluminum motor	

	Powder coated finish
	ABS control pads
	Anti-surge hydraulic valve
	Hydraulic system with fixed pressure
	3000kg jacking beam with manual pump for wheel alignment
	OBD Scanner - AutoScan: Comprehensive diagnostics, bi- directional control, and seamless vehicle scanning with laptop, enabling enhanced processing power, detailed visualization, advanced software capabilities, and
	efficient data storage and reporting.
Lifting capacity:	4000 kg (minimum)
Lifting height:	1830 mm (approximate)
Min height:	180 mm
Post height:	2338 mm (approximate)
Runway width:	630 mm (approximate)
Ramp length:	740-1025 mm
Power supply:	220V, single phase
Accessories:	Complete set of combination wrenches from 6mm to 32mm and Click Torque Wrench 3/4-inch Drive, 300ft-lbs with impact 4-inch Extension Bar. Material: High Quality Steel

#### \* 3.) Electric Vehicle Charging Station (EVCS) Adapter Kit

#### • SCOPE OF WORK:

Supply and delivery of one (1) lot of Electric Vehicle Charging Station (EVCS) Adapter Kit.

3 units of Type 2 to Type 1			
Current rating:	32 A		
Rated voltage:	250V AC		
Plastic shell fire rating:	UL94 V - 0		
Insertion force of products:	80 N		
State of waterproof level:	IP54 (work)		
3 units of Type 2 to GBT			
Current rating:	32 A		
Rated voltage:	110-250V / 380V AC		
Plastic shell fire rating:	UL94 V - 0		
Insertion force of products:	80 N		
State of waterproof level:	IP54 (work)		
3 units of Type 1 to GBT			
Current rating:	32 A		
Rated voltage:	240V AC		
Plastic shell fire rating:	UL94 V - 0		
Insertion force of products:	80 N		
State of waterproof level:	IP54 (work)		

#### Features:

- 1. Compliant with the IEC 62196 standard, ensuring reliability and international compliance.
- 2. Designed with an insulated needle to enhance safety and prevent accidental contact.
- 3. Built with high-quality protective features for added durability and user protection.
- 4. Functions as an adapter for EVs, allowing easy conversion from European standard to national standard.
- 5. A practical solution for households with two electric vehicles or plug-in hybrids that use different connector types.

Note: (can be used in both directions without distinguishing between positive and negative)

#### FOR LOT 7:

#### ✤ 1.) Power Quality Analyzer

#### • SCOPE OF WORK:

Supply and delivery of one (1) unit of Power Quality Analyzer.

Attribute	Value					
	Portable energy quality analyzer					
	• Instrument compliant with IEC 61000-4-30 edition 3.0 Class A for					
	all functions					
	• Measurements on all installation types: three-phase, Aron					
Features	connection, etc.					
	Electrical network monitoring with setting of alarms					
	• IP54 casing 55 mm thick with stand					
	• IEC 61010 CAT IV 1000 V					
	Parameterization with software for EN 50160 reports					
	All DC components taken into account					
	• Harmonics (amplitude and phase shift) from DC to the 127rd order					
	• Inter-harmonic subgroups from 0 to the 126nd order					
	2 carrier current frequencies monitored					
Measurement	• Measurement of P, N, Q1, S and D power values (total and per					
	phase)					
	• Measurement of energy values (total and per phase) with Energy					
	valuation					
	• Internal GPS for precise UTC synchronization (NTP possible too)					
	Calculation of K factor & FHL					
	Calculation of distorting voltages and currents					
	Calculation of Displacement Power Factor (DPF) and Power Factor					
	(PF)					
	Calculation of Pst & Plt flicker and the sliding Pst					
Calculations	Calculation of unbalance (current and voltage)					
Calculations	• Waveform Inrush with a duration of 10 minutes					
	RMS and Peak Inrush for up to 30 minutes					
	• Capture of hundreds of 2.5 µs transients					
	• Capture shockwaves up to 12kV with a resoluton of 500ns					
	Recording of trends					
	• Trend recording period from 200 ms to 2 hrs					
Standard	• IEC 61000-4-30					

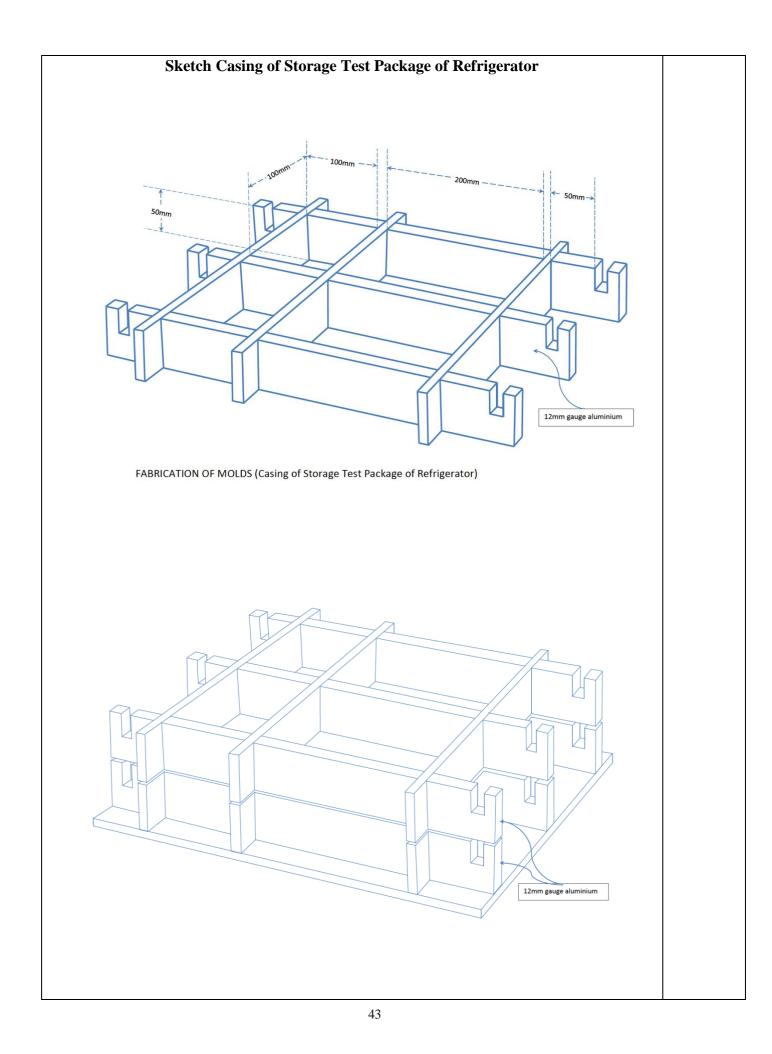
Verification	• IEC 61000-4-7	
Campaigns	• EN 50160	
	• IEC 61000-4-15	
Inputs	Voltage/Current, Isolated	
Voltage	5 V to 1,000 Vac and Vdc	
IEC 61000-4-	Class A (Full)	
30 (Ed 3)	Class A (I'ull)	
Screen	7" colour LCD touch screen: 800 x 480 (WVGA)	
Clock / GPS	Yes, built-in	
Real-time	Yes	
mode	1 es	
Sampling rate	Voltage 400 kSps / Current 200 kSps / Surge 2 MSps	
Power mode	Yes	
Energy mode	Yes	
Unbalance		
mode	Composite	
Harmonics		
mode	DC to 127rd order	
Interharmonics		
mode	0 to 126nd order	
Trend		
recording	> 900 parameters	
Alarm mode		
(types /	52 / 20,000	
number)		
Carrier current		
detection	Yes	
mode		
Inrush capture		
(number)	100	
2.5 µs		
transients	No maximum (SD card)	
(number)		
Shockwaves	Up to 12 kV sampled every 500ns	
EN50160		
monitoring	Software included	
mode		
USB		
communicatio	Yes	
n		
SD card	Accessible, external	
Ethernet	Yes	
Wifi	Yes	
Web server	Yes	
USB key port		
(Type A)	Yes	
Battery		
cartridge	Li-ion – 5800 Ah	
IEC 61010		
safety	CAT IV 1000	
salety		<u> </u>

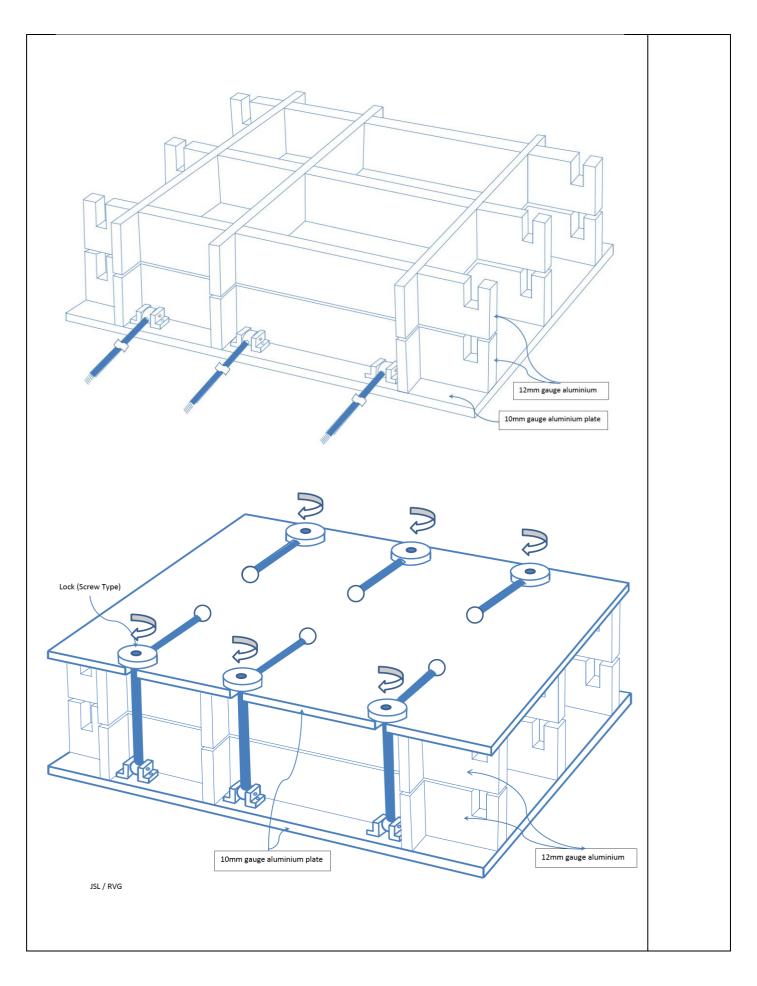
Protection	IP5				
Operating temperature	[+0 °C; +40 °C]				
Environmental compliance	IEC 61557-12 & IEC 126586				
Dimensions (H x L x D)	200x285x55 mm / 1.9 kg				
Flexible Clamp	4 units of 100 mA to 10 kAac. Ø 140 mm / 450 mm 1000 V CAT III /				
Inclusion	<ul> <li>Safety datasheet</li> <li>5 reeling boxes</li> <li>Shoulder bag</li> <li>USB A/B cable 1.80 m long</li> <li>Multilingual Quick Start Guide</li> <li>Set of 5 banana leads and crocodile clips</li> <li>Set of identification inserts and rings</li> <li>Verification certificate</li> <li>Removable wrist strap</li> <li>Magnetic hook</li> <li>SD memory card</li> <li>Calibration Certificate</li> </ul>				

#### • TERMS AND CONDITIONS

The following terms and conditions shall apply:

- a. The price quoted must be firm and irrevocable and not subject to any change whatsoever, even due to the increase in the cost of raw materials/components and fluctuations in foreign rates and excise duties.
- b. The technical bid shall include the manufacturer's name, address, and relevant technical literature/brochure with equipment specifications.
- c. The contractor should warrant that all components are new, of high quality, according to specifications, and free from defects. The defects, if any, shall be immediately replaced free of charge. The warranty shall include free labor and replacement of whole equipment or repair and component parts.
- d. Delivery must include instruction manual and other accessories needed for the operation of the equipment. Accessory and service warranty must be good for one (1) year from the final acceptance of the completely accomplished work.
- e. The equipment shall be tested and inspected for functionality during the delivery.
- f. The contractor must provide in-house training for the operation of the equipment.
- g. 100% of the contract price will be released by DOE within 30-45 days from satisfactory performance of equipment after completion/delivery of service and after issuance of certificate of acceptance. Satisfactory performance of equipment includes demonstration of acceptable equipment performance, as much as possible through conduct of test runs using standards of intended tests.
- h. Delivery of the service must be within 60 days upon the receipt of Notice to Proceed.





# Section VIII. Checklist of Technical and Financial Documents

## Notes on the Checklist of Technical and Financial Documents

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

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

## **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; Or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; And
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

And

(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Bidding Form Annex A**); <u>and</u>
- (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 <u>or</u> Original copy of Notarized Bid Securing Declaration (Bidding Form Annex C); and
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, <u>as stated in Section VII. Technical Specification</u>; <u>and</u>
- (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) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### Class "B" Documents

If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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**); <u>and</u>
- (n) Original of duly signed and accomplished Price Schedule(s) (**Bidding Form** Annex F).

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

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

#### **III.** Post-Qualification Requirements:

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

## **Bidding Forms**

Mandatory Submission of Bidding Forms

#### ANNEX A

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

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

Ongoing, and/or awarded but not yet started projects for the period: last two (2) 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 two (2) 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, <u>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;</u>
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

[*If a sole proprietorship:*] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

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

#### Annex E

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

#### **BID FORM**

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

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None") ]

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

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

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

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

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

Name:

Legal capacity:

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

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

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

Annex F

# Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

#### For Goods Offered from Abroad

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

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

Name:

Signature:

Legal Capacity:

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]

Name of Bidder					Project ID No			Pageof	
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)

#### For Goods Offered from Within the Philippines

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

Legal Capacity:

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

Duly authorized to sign the Bid for and behalf of:

#### **Contract Agreement Form for the Procurement of Goods (Revised)**

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

#### **CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_day of \_\_\_\_\_20\_\_\_between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that</u> <u>additional contract documents or information prescribed by the GPPB</u> <u>that are subsequently required for submission after the contract</u> <u>execution, such as the Notice to Proceed, Variation Orders, and</u> <u>Warranty Security, shall likewise form part of the Contract.</u>

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

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

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

> for: Department of Energy

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

> for: [Insert Name of Supplier]

Witness for DOE [Position Title] Witness for Supplier [Position Title]

Helen C. Roldan OIC – Chief, Accounting Division Witness

**Acknowledgment** 

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

