



## **DEPARTMENT OF ENERGY**

(Kagawaran ng Enerhiya)

### **Procurement Management Division**

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

Global City, Taguig City, Philippines 1632

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

Facsimile: (02) 8541-4105

Email address: jdeogracias@doe.gov.ph

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### **BIDDING DOCUMENTS**

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*PROCUREMENT OF SERVICE PROVIDER FOR THE CONDUCT OF IEC  
AND VIRTUAL EVENTS IN LUZON, VISAYAS AND MINDANAO RELATED  
TO THE COMPREHENSIVE ROADMAP ON ELECTRIC VEHICLES (EV)*

(Purchase Request No. 02-0101-2021-07-0191)

**6<sup>th</sup> Edition  
July 2020**

## ***Section I. Invitation to Bid***



1. The *Department of Energy*, through the General Appropriation Act (GAA) for FY2021 intends to apply the sum of money Php4,900,000.00 being the Approved Budget for the Contract (ABC) to payments under the contract for each item under *Purchase Request No.02-0101-2021-07-0191*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOE* now invites bids for the Service Provider for the Conduct of IEC and Virtual Events in Luzon, Visayas and Mindanao Related to the Comprehensive Roadmap on Electric Vehicles. Delivery of the Goods and Services is required *eighty (80) calendar days upon receipt of Notice to Proceed*. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from ***Department of Energy – Procurement Management Division*** and inspect the Bidding Documents at the address given below during **office hours from Mondays to Fridays 8:00am to 3:00pm**.

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

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

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

Copy of the payment receipt must be emailed to:

**Jaymee Joy A. Deogracias:**  
[jaymeedeogracias@gmail.com](mailto:jaymeedeogracias@gmail.com) or [ideogracias@doe.gov.ph](mailto:ideogracias@doe.gov.ph)

For pre-bid conference purposes, it may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

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

5. A complete set of Bidding Documents may be acquired by interested Bidders on 16 September 2021 from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184, in the amount of Php5,000.00
6. The Department of Energy will hold a Pre-Bid Conference on 23 September 2021 through video conferencing which will start at 1:00 PM at DOE BAC Main Office. The bidders are required to submit the following information through [jaymeedeogracias@gmail.com](mailto:jaymeedeogracias@gmail.com) or [ideogracias@doe.gov.ph](mailto:ideogracias@doe.gov.ph):
  1. Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details;
  2. Active email addresses where the invitation/link will be sent; and
  3. Indicate the item/s the company would like to participate

Deadline of submission of information is on or before 21 September 2021. Video conferencing will be through MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 2:00 PM of 07 October 2021 or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or before 2:00PM of 07 October 2021. Online submission is not yet available. Late bids shall not be accepted.

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

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on 07 October 2021 at 2:30 PM, DOE – Audio Visual Room, DOE-Main Building. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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

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

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

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

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

12. For further information, please refer to:

**Jaymee Joy A. Deogracias**

Procurement Management Division

3F DOE Main Bldg., Energy Center,

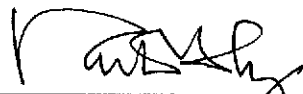
Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: [jdeogracias@doe.gov.ph](mailto:jdeogracias@doe.gov.ph)

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

Website: [www.doe.gov.ph](http://www.doe.gov.ph)

  
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**Usec. ROBERTO B. UY**  
Chairperson  
Bids and Awards Committee

## **Section II. Instructions to Bidders**

### **1. Scope of Bid**

The Procuring Entity, Department of Energy wishes to receive Bids for the Service Provider for the Conduct of IEC and Virtual Events in Luzon, Visayas and Mindanao Related to the Comprehensive Roadmap on Electric Vehicles. *under PR No. 02-0101-2021-07-0191.*

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for GAA CY2021 in the amount of Php4,900,000.00

### **3. Bidding Requirements**

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

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

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

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

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

### **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the

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

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

**6. Origin of Goods**

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

**7. Subcontracts**

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

**8. Pre-Bid Conference**

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

**9. Clarification and Amendment of Bidding Documents**

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

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

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

10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

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



## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

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

## **13. Bid and Payment Currencies**

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

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

#### **14. Bid Security**

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

14.2. The Bid and bid security shall be valid until 31 December 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

### ***Section III. Bid Data Sheet***

### Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Virtual event organizing with international coverage</li> <li>b. completed <b>within five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting no allowed
10.1	Brochures of products being offered is part of post qualification documents.
12	The price of the Goods shall be quoted DDP – <b>Department of Energy, Taguig City</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration (<b>Annex C</b>), or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of Php98,000.00 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 Php245,000.00 if bid security is in Surety Bond.</li> </ul>
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	No further Instructions

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## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

**5. Warranty**

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

**6. Liability of the Supplier**

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

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



## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

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

For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].

### **Packaging**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

### **Transportation**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the

	Procuring Entity until their receipt and final acceptance at the final destination.
	<b>Intellectual Property Rights –</b>
C	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	<p>The terms of payment shall be as follows:</p> <p>Progress billing based on the schedule of payment as indicated in the TOR which shall be paid as certified by the end-user, issuance of end-user's acceptance certificate and submission of complete documents. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing and accounting procedures.</p> <p>10 % shall be deducted for every progress payment which shall be released upon the completion of the project.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	No further instruction

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## ***Section VI. Schedule of Requirements***

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Schedule</b>
1.	Service Provider for the Conduct of IEC and Virtual Events in Luzon, Visayas and Mindanao Related to the Comprehensive Roadmap on Electric Vehicles	1 Lot	Eighty (80) Calendar Days after receipt of Notice to Proceed

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## **Section VII. Technical Specifications/ Terms of Reference**

<b>Terms of Reference/Specifications</b>	
<b>Service Provider for the Conduct of IEC and Virtual Events in Luzon, Visayas and Mindanao Related to the Comprehensive Roadmap on Electric Vehicles.</b>	<b>Bidder's Compliance</b>
<p><b>A. BACKGROUND</b></p> <p>Legislation initiatives, in support of electric vehicles in the upper and lower houses are currently on-going and may be approved in their current or modified form in the present congress. In addition, various initiatives by government agencies are ongoing in support of the electrification of the road transport seeking to create demands, develop the industry and facilitate the infrastructure development. The Department of Trade and Industry (DTI) Electric Vehicle Policy Study reiterated for the need of a strategic approach to e-mobility development in the country aided by legislation and taking into account the realities on the ground.</p> <p>In support of e-mobility or electric vehicles (EV) adoption, infrastructure, and industry development, proposed legislation like Senate Bill 1382 "Electric Vehicles and Charging Stations Act", being sponsored by Senator Sherwin Gatchalian, is currently being deliberated in the House of Representatives.</p> <p>Under Senate Bill 1382, the DOE is tasked to develop the Comprehensive Electric Vehicle Roadmap (CREV) to accelerate the electrification of transportation in the country with the following components: electric vehicles and charging stations, manufacturing, research and development, and human resource development.</p> <p>The Senate Committee on Energy provided the DOE with additional budget amounting to Twenty Million Pesos (Php20,000,000.00) to develop the said CREV.</p> <p>The additional budget was incorporated in the CY 2021 EUMB-AFETD Regular Budget under the Other Professional Services.</p> <p>These initiatives on electric vehicles is further supported and reiterated by Section 9.3.G of DOE Department Circular No. DC 2021-12-0026 also known as the "Adoption of the Guidelines on Energy Conserving Design of Building" was issued as the governing policy with respect to the Energy Efficiency and Conservation Act, aimed for a mandatory regulation and the promotion of energy efficient buildings, which states that private and public buildings and establishments covered by these guidelines and pursuant to Republic Act No. 6541, otherwise known as the National Building Code of the Philippines, shall designate dedicated parking slots for the exclusive use of Electric Vehicles (EVs).</p> <p>The number of dedicated parking slots for EVs shall be proportional to the total number of parking slots within the building or establishment as mandated by said law. All designated EV parking areas shall be provided with charging stations or electric vehicle supply equipment (EVSE) for use in charging the EVs. Construction of the EVSE shall comply with all the relevant local standards for electrical connection. The said Guidelines also form part of the Philippine Green Building Code and is meant in regulating the building envelop design and the use of facility equipment both for electrical and</p>	

mechanical system for all New Construction and Retrofit Buildings with Gross Floor Area (GFA) above 10,000 SQM or an electrical connected load equivalent of 112.5 KVA.

R.A. 11285 covers the DC2020-12-0026 which mandates the designation of parking slots for electric vehicles and charging stations in buildings. Section 85 of DC2019-01-0014 (IRR of R.A. 11285 or the Energy Efficiency and Conservation Act of 2021) on the other hand, states that the DOE shall conduct Information, Communication and Education (IEC) Campaigns to effectively implement the Act and to develop and undertake a national awareness and advocacy program on energy efficiency and conservation, and the development and utilization of renewable energy technologies and systems.

The Department of Energy (DOE) seeks an event coordinator service provider for the its IEC campaign to promote Electric Vehicles, designation of parking areas and its corresponding charging stations in buildings covered by DC2020-12-0026.

The Department of Energy, has allocated an approved budget of PHP 4.9 million for the contract to conduct (IEC) on the said Guidelines on Energy Conserving Design of Building, for the said purpose. The IEC will inform various stakeholders, the Local Government Units (LGUs)-Office of the Building Official personnel, Architectural and relevant Engineering Firms, Professional societies, Industry Associations in Building Developments, Association of Building Administrators and Real Estate Developers to meet the growing needs of the economy and the poor as outlined in the Philippine Development Plan.

The DOE EUMB-EPMPD plans to hold virtual IEC events in Manila, Luzon, Visayas and Mindanao based on the DOE Indicative Calendar of Events from September 2021 to December 2021. Given the uncertainties under the community quarantine, the schedule of events may be subject to change within the contract period. Overall, eight (8) events would be supported by the event management firm (see Annex A).

The other deliverables will be the printing of the Guidelines on Energy Conserving Design of Building including inclusive of the cost of handling and delivery costs of such guidelines that will be distributed to the LGUs of the entire Philippines consisting of 81 provinces, 146 cities and 1,488 municipalities which are also the intended attendees of the virtual IECs.

The ongoing COVID 19 situation however impacts the implementation of the any project on a face-to-face basis, particularly with respect to public events and regular interaction with stakeholders. Generally speaking, most public events scheduled by DOE have to adapt to restrictions imposed under the community quarantine. DOE is now considering different models for all future public events: 1) 100% virtual events – in which all participants join from different locations; and, 2) a hybrid event in which a small number of key speakers are invited to convene together. Speakers are then live streamed to participants gathered on-site following social distancing recommendations. In both cases, DOE is evaluating professional platforms and organization.

## **B. SCOPE OF WORK**

**The Service Provider must provide the following:**

### **A. PRE-PRODUCTION**

1. The service provider shall be responsible in invitation of participants and speakers to be identified by the organizer and approved by the DOE.
2. The service provider shall provide data load card for the participants.
3. The service provider shall provide promotional items.
4. The service provider shall provide tokens to the speakers.
5. The service provider shall provide the preparation and coordination of graphical event posters such as:
  - i. Banner;
  - ii. Teasers;
  - iii. Save-the-date marketing link to Facebook entries; and
  - iv. Zoom registration CSR poster.
6. The pre-shooting and editing for body contents shall include but not limited to:
  - i. OBB (opening billboard)
  - ii. CBB (closing billboard)
  - iii. SDE (same day edit) for the day event recap
  - iv. Opening messages
  - v. Shoot of Keynote remarks
  - vi. Segment Introduction Video per Speaker
  - vii. Graphics and FX
    - Digital animation
    - Chroma key
    - All Transitional digital Bumpers, Stingers and other transitions
    - Tittler and Lower thirds
    - Digital thematic Background and Key layering
    - Virtual Set and background
    - Stock graphics and video
    - Voice over
  - viii. Pre-shoot Equipment Pre-requisite
    - Use of Drones to reinforce aerial shoot for material
    - 2 units Full HD Cameras
    - 2 Lapels and 1 boom mics
    - Video Lights and audio recorder
    - View Monitors and speech teleprompter

### **B. ON THE DAY STREAMING**

1. The service provider shall also provide the streaming production Coordination/Management.
  - i. Production Team dedicated for:
    - Production flow and execution;
    - Production Pinning and administration;
    - Zoom modulator and administration;



<ul style="list-style-type: none"> <li>• Sound spinning and sound tech; and</li> <li>• Overall event director for flow execution</li> </ul> <p>ii. Type format with live anchor/ Moderator</p> <p>2. Streaming Hardware will be provided by the service provider.</p> <ul style="list-style-type: none"> <li>i. Streaming;</li> <li>ii. Streaming Hardware <ul style="list-style-type: none"> <li>• 2 units of 4k Camera</li> <li>• 1-unit robotic camera</li> <li>• 1 unit of television Studio Mixer</li> <li>• 1 unit of capture card</li> <li>• 4 SDI Distributor</li> </ul> </li> <li>iii. Production LAN Network Infrastructure for NDI <ul style="list-style-type: none"> <li>• Network Hub and Switchers</li> <li>• Load Balancer</li> <li>• Video encoding system</li> <li>• Installation of Network Cables &amp; connectors</li> <li>• 5 units Laptops for pinning</li> </ul> </li> <li>iv. Production Audio Requirements <ul style="list-style-type: none"> <li>• Audio Mixer with computer data Interface</li> <li>• Mix Minus Audio Setup</li> <li>• 4 Lapel mic</li> <li>• Production Intercom</li> <li>• 2 units Active speaker for audio studio preview</li> <li>• With audio recording for parallel recording (Backup audio for Post editing)</li> </ul> </li> <li>v. Production Video Support <ul style="list-style-type: none"> <li>• 1 unit 42" TV monitor for actual Production</li> <li>• 1 unit 42" TV monitor for actual streaming output</li> <li>• 1 unit 21" TV monitor as text prompter for host</li> </ul> </li> <li>vi. Production Lighting <ul style="list-style-type: none"> <li>• 4 units Video LED STUDIO lights <ul style="list-style-type: none"> <li>• 6-8 units Amber white with adjustable DMX controller</li> </ul> </li> </ul> </li> </ul> <p>3. Streaming Studio Setup on DOE approved locations</p> <ul style="list-style-type: none"> <li>i. Full Chroma GREEN SCREEN <ul style="list-style-type: none"> <li>• Wall and Floor Chroma - 8x10ft</li> <li>• Physical Set Up Location: DOE Office</li> <li>• Installation of Chroma is 2 / 3 day before event including Testing of Internet bandwidth</li> </ul> </li> </ul> <p>C. <u>POSTPRODUCTION</u></p> <ul style="list-style-type: none"> <li>1. Submission of edited actual event or virtual output of event.</li> <li>2. Submission all taken materials to client including raw materials.</li> <li>3. Submit all edited final clip materials to client.</li> </ul>	
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**D. CONCEPT, PRINTING AND DISTRIBUTION OF "Guidelines on Energy Conserving Design of Building".**

**1. Concept**

Layout design (specialized for concept/layout design)  
Design prepared for offset printing specs (at least AP CS2/ AI CS2/ Indesign CS to latest versions)  
Layout design for the approved concept (1-3 revisions)  
Progressive proofing – digital printout (4-6 revisions)  
Pages – cover to cover

**2. Printing**

Quantity: 2,000  
No of pages: 130-150 pages (including annexes; excluding front and back covers)  
Colors: Full colors + special colors; 2 sides printing (cover page and inside page including annexes; emboss (cover front and back covers)  
Spread size: 11 x 8.5 inches  
Folded size: 5.5 x 8.5 inches

Cover: C2S#200 with embossed glossy printing and matte with matte

lamination with spot UV coating

Inside: Matt coated C2S#150

With concept, design and lay-out

**3. Distribution**

All printed guidelines shall be packaged properly by the service provider, and will be distributed to the LGUs (Provincial, City and Municipal) of Luzon, Visayas and Mindanao and other stakeholders.

Recipients will be identified by the service provider and to be approved by the DOE with discretion by the DOE to change the recipients. All handling and delivery costs of the guidelines to the identified and approved recipients will be shouldered by the service provider.

**Proposed Distribution List**

	Province	Muni	Cities	Total
Luzon	38	698	68	804
Visayas	16	136	20	172
Mindanao	22	422	30	474
Other Stakeholder				550
				2,000

**C. DATA PROTECTION**

The Event Organizer should abide by the Data Privacy Act provisions for collecting data from participants of DOE virtual events and submit it to DOE at least 1-2 weeks before the actual event.

The Event Organizer shall use DOE-approved virtual platforms such as MS Teams, Skype, MS Live or Zoom.

#### **D. EXPECTED OUTPUTS**

1. Submission of timeline, target delivery schedule, and other materials
2. Successful organization of virtual events video conferencing platform.
3. Submission of concept, list of printed Guideline
4. Successful distribution of promotional items and other agreed logistics and services.
5. Submission of event summary report: 7 calendar days after the event.
6. Printing, handling and delivery of the guidelines to the LGUs and stakeholders, following the schedule in Annex.

#### **E. SERVICE PROVIDER MINIMUM QUALIFICATIONS:**

1. Should have a reputable track record related to events management and making high-definition standard and premium quality online materials for publishing, posting, dissemination, and other fields related to the project. With client experience handling international organizations, supported by submission of at least two samples/demo materials of previous related outputs from the declared previous engagement as declared in the Statement of Ongoing, Completed and/or Awarded Contracts and Statement of Single Largest Completed Contract
2. Should have a satisfactory rating from previous engagements with government, civil society, or the private sector. For this purpose, a certification from previous clients that were declared in Statement of Ongoing, Completed and/or Awarded Contracts and. Statement of Single Largest Completed Contract; must be presented.
3. Capable of printing of materials and distributing them nationwide to identified recipients,
4. With events team members available to work on DOE events.

#### **F. REPORTING RELATIONSHIP**

The Event Organizer will closely coordinate and/or work with DOE EUMB-EPMPD.

##### **1) Timeline, Deliverables, and Payment Schedule**

All deliverables as described in the scope of services should be delivered and completed within eighty (80) calendar days from the receipt of the Notice to Proceed.

##### **Payment Schedule**

<b>Activity</b>	<b>Deliverable</b>	<b>Percentage of the Total Contract Amount</b>
1. Submission of timeline, target delivery schedule, and pre-	<ul style="list-style-type: none"><li>• Approved timeline and target delivery schedule</li><li>• Pre-Production Materials:<ul style="list-style-type: none"><li>○ Recorded video of messages</li></ul></li></ul>	30%

<b>production materials</b>	<ul style="list-style-type: none"> <li>○ Recorded video of keynote remarks</li> <li>○ Audio-Visual Presentation of all presentations</li> <li>○ OBB</li> <li>○ CBB</li> <li>○ Event Posters</li> </ul>	
2. Submission of concept and list of recipients of guidelines	<ul style="list-style-type: none"> <li>• Approved concept and list of recipients of guidelines</li> </ul>	20%
3. Conduct of IECs and delivery of promotional items and guidelines.	<ul style="list-style-type: none"> <li>• Successful conduct of IECs, and delivery of promotional items and guidelines.</li> </ul>	30%
4. Submission of Post-Production Identified Materials	<ul style="list-style-type: none"> <li>• Edited actual event or virtual output of event.</li> <li>• All taken materials to client including raw materials.</li> <li>• All edited final clip materials to client.</li> </ul>	20%
<b>Total</b>		<b>100%</b>

The service provider shall issue official billing statement each progress billing. For Billing purposes, the service provider shall provide report of deliveries and the corresponding verifiable proof of placements, such as, third party certification, photograph, screen shots, receiving copies, etc.

## 2) Other Requirements:

The service provider shall submit the following:

1. CV of project team that who be engaged in the project.
2. Attested list of equipment it has for pre-production, production, and post-production and the service it provides.
3. Proof of track record related to events management and making high-definition standard and premium quality online materials for publishing, posting, dissemination, and other fields related to the project.

## 3) RESPONSIBILITIES

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

- a. Should provide full service in terms of, but not limited to, providing equipment, pre-production, production, and post-production capabilities.
- b. Coordinate with the EUMB-EPMPD as often as possible.
- c. Ensure timely delivery of outputs.
- d. Closely coordinate with EUMB – EPMPD.

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- e. Provide own equipment to be used in the printing of the guidelines; and
- f. Provide all necessary equipment and materials needed in the production of the guidelines.

The DOE – EUMB shall:

- a. Conduct briefings and/or call for a coordination meeting with the service provider from time to time.
- b. Oversee the overall management and direction of the materials.
- c. Conduct briefings to the production team on all EUMB related programs and projects; and
- d. Determine acceptability of the deliverables.
- e. The DOE shall assign a counter focal point personnel for this project for ease of communications and coordination with the event coordinator.

#### 4) OWNERSHIP

**ALL MATERIALS** developed under this contracted-out service delivery shall be owned by DOE with all copyright and other intellectual property rights associated with the deliverables under the project.

#### 5) OTHER TERMS

- a. Prices quoted shall be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of components and fluctuations in foreign change rates and excise duties.
- b. Progress payments will be released only upon the issuance of the Certificate of Acceptance from the end-user.
- c. In reference to GPPB Resolution No. 30-2017, the service provider shall provide performance security to the DOE.
- d. The end-user reserves the rights to return any damaged materials for replacement.

#### 6) GENDER SENSITIVITY

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

#### 7) PLACE OF ASSIGNMENT

Due to the pandemic situation currently being experienced by the country, the Project Personnel shall be allowed to visit the DOE office for reason that this project may demands, however, all project personnel must comply in accordance with the required guideline/protocol set forth by the DOE task force or the IATF on COVID.

<p>The Service Provider shall have to execute the required task/deliverables as set forth in this TOR by either assigning the project personnel to working at home or in their Office for health and security reasons. In cases that travelling is necessary to deliver the project output the Service Provider shall ensure that risk of the personnel is minimized and should comply with the existing protocols implemented by the National Government and the LGUs as well.</p>	
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Annex A

Item No.	Description	Target Date	Participants	Partners	Work days
1.	<p>Two (2) IEC for Luzon:</p> <p>2. LGUs-Office of the Building Official personnel, Architectural and relevant Engineering Firms, Professional societies, Industry associations in Building Developments, Association of Building administrators and Real Estate Developers, among others.</p> <p>3. IEC on: Designation of parking lots for Electric Vehicle and provision of Charging Stations in Buildings and Establishments under DC2021-12-0026, Proposed Electric Vehicle Bill (Senate Bill 1382), The EE&amp;C Law, DOE-EUMB mandates, EEC Department Circulars, Guidelines, Memorandum Circulars and Energy Saving Tips.</p>	November 2021:	<p>Luzon LGUs, Local Stakeholders</p> <p>150 Pax</p> <p>Luzon LGUs, Local Stakeholders</p> <p>150 Pax</p>	DOE, DOE-EUMB, ERC, PEZA	6
2.	<p>Two (2) IEC for Visayas:</p> <p>1. LGUs-Office of the Building Official personnel, Architectural and relevant Engineering Firms, Professional societies, Industry associations in Building Developments,</p>	November 2021:	<p>Visayas LGUs, Local Stakeholders</p> <p>150 Pax</p>	DOE, DOE-EUMB, ERC, PEZA	6

	<p>Association of Building administrators and Real Estate Developers, among others.</p> <p>2. IEC on: Designation of parking lots for Electric Vehicle and provision of Charging Stations in Buildings and Establishments under DC2021-12-0026, Proposed Electric Vehicle Bill (Senate Bill 1382), The EE&amp;C Law, DOE-EUMB mandates, EEC Department Circulars, Guidelines, Memorandum Circulars and Energy Saving Tips.</p>		<p>Visayas LGUs, Local Stakeholders</p> <p>150 Pax</p>			
3.	<p>Two (2) IEC for Mindanao:</p> <p>1. Office of the Building Official personnel, Architectural and relevant Engineering Firms, Professional societies, Industry associations in Building Developments, Association of Building administrators and Real Estate Developers, among others.</p> <p>2. IEC on: Designation of parking lots for Electric Vehicle and provision of Charging Stations in Buildings and Establishments under DC2021-12-0026, Proposed Electric Vehicle Bill (Senate Bill 1382), The EE&amp;C Law, DOE-EUMB mandates, EEC Department Circulars, Guidelines, Memorandum Circulars and Energy Saving Tips.</p>	November 2021:	<p>Mindanao LGUs, Local Stakeholders</p> <p>150 Pax</p>	DOE, DOE-EUMB, ERC, PEZA	6	

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			Mindanao LGUs, Local Stakeholders			
			150 Pax			
4.	IEC on:  Designation of parking lots for Electric Vehicle and provision of Charging Stations in Buildings and Establishments under DC2021-12-0026, Proposed Electric Vehicle Bill (Senate Bill 1382), The EE&C Law, DOE-EUMB mandates, EEC Department Circulars, Guidelines, Memorandum Circulars and Energy Saving Tips	Decem ber 2021:	NGAs, LGUs, academe Public  300 Pax	DOE	5	
5.	DOE Closing Event Description: Focus on climate change and key roles of Electric Vehicles, Renewable Energy and Energy Efficiency in local and global scenarios.	Novem ber or Decem ber 2021	Nationwide  Energy planners, donors,  academe, public  300 Pax	DOE	5	
	<b>Total</b>		<b>1,500 Participants</b>			

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## ***Section VIII. Checklist of Technical and Financial Documents***

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

**I. TECHNICAL COMPONENT ENVELOPE**

***Class "A" Documents***

**Legal Documents**

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

**Technical Documents**

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

represent the Bidder.

Financial Documents

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

**Class "B" Documents**

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

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

**III. Post-Qualification Requirements:**

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

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

## ***Bidding Forms***

Mandatory Submission of Bidding Forms

## Annex A

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

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

Ongoing, completed or awarded but not yet started projects for the period  
\_\_\_\_\_ (last two 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 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]***

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



## **Annex D**

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

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

#### **AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Jurat]**

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

## Annex E

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

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#### BID FORM

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

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

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

If our Bid is accepted, we undertake:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None") }

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

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

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

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

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

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

Legal capacity: \_\_\_\_\_

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

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

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

## Annex F

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

#### For Goods Offered from Abroad

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

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

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

Legal Capacity: \_\_\_\_\_

Signature \_\_\_\_\_

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

**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. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

[illegible]

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

Legal Capacity: \_\_\_\_\_

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

Duly authorized to sign the Bid for and behalf

## Annex G

### Performance Securing Declaration

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

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

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

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

**[Insert signatory's legal capacity]**

**Affiant**

**[Jurat]**

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

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

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed



by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

*[DOE Chief Accountant]*  
*Witness*

**Acknowledgment**

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