



**DEPARTMENT OF ENERGY**

(Kagawaran ng Enerhiya)

**Procurement Management Division**

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

Global City, Taguig City, Philippines 1632

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

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**BIDDING DOCUMENTS**

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**Procurement of SAP Cloud Platform License Subscription and  
Application Management Support for Enterprise Resource  
Planning - Oil Product Information System**

(Purchase Request No. 02-0101-2022-03-0050)

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

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



**PROCUREMENT OF SAP CLOUD PLATFORM LICENSE SUBSCRIPTION AND APPLICATION MANAGEMENT SUPPORT FOR ENTERPRISE RESOURCE PLANNING - OIL PRODUCT INFORMATION SYSTEM**

1. The Department of Energy, through the General Appropriation Act 2022 intends to apply the sum of Php25,000,000.00 for the Procurement of SAP Cloud Platform License Subscription and Application Management Support for Enterprise Resource Planning - Oil Product Information System, that will be sourced from the GAA for FY 2022, being the Approved Budget for the Contract (ABC) to payments under the contract for Purchase Request No. 02-0101-2022-03-0050. Bids received in excess of the ABC shall be automatically rejected at bid opening. The award of the contract is subject to the issuance of the corresponding allotment release order.
2. The DOE now invites bids for the *Procurement of SAP Cloud Platform License Subscription and Application Management Support for Enterprise Resource Planning - Oil Product Information System*. Delivery of the Goods and Services is **required as per schedule in the Terms of Reference. 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 non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

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

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

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

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

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

Copy of the payment receipt must be emailed to:

**Jaymee Joy A. Deogracias:**

[bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@doe.gov.ph)

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

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

5. A complete set of Bidding Documents may be acquired by interested Bidders on **02 June 2022** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184, in the amount of Php25,000.00.
6. The Department of **09 June 2022** which will start at 1:00 PM at DOE BAC Main Office.

If the Bidders has COVID-19 related constraints, they have the options to attend the Prebid thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through [bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@doe.gov.ph) on or before **08 June 2022**:

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

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **2:00 PM of 23 June 2022** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or before **2:00 PM of 23 June 2022**. Online submission is not yet available. Late bids shall not be accepted.

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

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **23 June 2022 at 2:30 PM**, DOE – Audio Visual Room, DOE-Main Building. Bidder's authorized representative, as stated in the bid submission, is required to attend the Bid Opening at the DOE AVR. Bids will be opened in the presence of the bidders' representative.

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

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

If the Bidders has COVID-19 related constraints, they have the options to attend the Opening of Bids thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through [bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@doe.gov.ph) on or before **22 June 2022**:

1. Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details; and
  2. Active email addresses where the invitation/link will be sent.
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,  
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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 Procurement of SAP Cloud Platform License Subscription and Application Management Support for Enterprise Resource Planning - Oil Product Information System under *Purchase Request No. 02-0101-2022-03-0050*.

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for GAA CY2021 in the amount of Php25,000,000.00

### **3. Bidding Requirements**

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

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

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

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

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

### **5. Eligible Bidders**

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

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

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

7.1. The Procuring Entity has prescribed that: **Subcontracting is 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 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, 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 06 October 2022. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB Clause 14** shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded as One (1) Project having several items that shall be awarded as one contract.

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

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

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

## Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Supply and delivery of SAP or ERP related software subscription and services</li> <li>b. completed within two (2) years prior to the deadline for the submission and receipt of bids</li> </ul>
7.1	Subcontracting no allowed
<b>10.1</b>	<b>Brochures of products being offered is part of the submission for post qualification</b>
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, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than Php500,000.00 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 not less than Php1,250,000.00 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

***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>Mr. Jerry P. Ritual, Chief ITD</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). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is [indicate name(s)].</p>

## **Packaging**

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

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

## **Transportation**

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

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

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

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

	<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 as per schedule of payment under the TOR which shall be paid upon complete delivery 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% retention shall be deducted per progress billing.</p> <p>Retention of 5% of the total contract cost will be deducted as a form of Warranty fee. Which is refundable upon the expiration of the warranty period.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	No further instruction

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

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

Item No	Deliverables	Delivery Date)
1	SAP Cloud Platform License Subscription for Enterprise Resource Planning - Oil Product Information System	As per schedule in the Terms of Reference
2	Application Management Support and End-user's Training and acceptance	

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

<b>Terms of Reference/Specifications</b>	
<p><b>Procurement of SAP Cloud Platform License Subscription and Application Management Support for Enterprise Resource Planning - Oil Product Information System</b></p> <p><b>ABC = Php25,000,000.00</b></p>	<p><b>Bidder's Compliance</b></p>
<p><b>TERMS OF REFERENCE</b></p> <p><b>Procurement of SAP Cloud Platform License Subscription and Application Management Support for Enterprise Resource Planning - Oil Product Information System</b></p> <p><b>ABC: PHP 25,000,000.00</b></p>	
<p><b>I. BACKGROUND</b></p> <p>Enterprise Resource Planning Solution - Oil Products Information System is a platform developed for the Oil Industry Management Bureau (OIMB) composed of five (5) applications that allow management of online registration, client service application, and data integration and management. The applications designed for OIMB include the following:</p> <p>A. Application 1: Downstream Oil and Natural Gas Online Portal (DONGOP) is an online portal that allows end-users to access the different applications integrated into the ERP-OPIS solution.</p> <p>B. Application 2: Oil Products Information System (OPIS) is a software application that allows OIMB's Client users to manage the prices of products and brands that they sell and submit reportorial based on their transactions, facilities, operations, and inventory. The system also enables OIMB Admin users to view all client submitted reports and process them for evaluation and review. The system also allows OIMB Admin users to review feedback sent by public users related to the prices of their products and brands.</p> <p>C. Application 3: Generated Report and Dashboards of SAP Analytics Cloud solution combines BI, augmented, and predictive analytics, and planning capabilities into one cloud environment. As the analytics layer of SAP's Business Technology Platform, it supports advanced analytics enterprise-wide. This includes Executive Dashboard, a software application that runs on SAP Analytics Cloud (SAC). It allows OIMB Admin users to view</p>	

dashboards based on the data gathered from the different DOE Apps and generate reports.

D. Application 4: Downstream Oil Client Service Application Tracker (DOCSAT Web and Mobile) is a software application that allows OIMB's Client users to manage Client Service Applications (CSA). The system also enables OIMB Admin users to view all client-submitted CSAs and process the evaluation, review, and approval of each CSA. This service has two platforms: namely DOCSAT Web for the online portal that allows users to view, submit, process, and monitor CSAs, and DOCSAT Mobile for the mobile application that allows users to view and approve CSAs.

E. Application 5 Mobile Inspection App:

1. Inspection Assignment Admin (IAA) is an inspection data repository, data management, and report generation system for inspection orders.
2. Mobile Inspection App (MIA) is a data repository, data management, and report generation of the results of the inspection.

## **II. OBJECTIVE**

The main objective is to ensure that all applications running on the SAP Cloud Platform as part of the ERP-OPIS project are fully functional and operational. Since the developer contracted to develop the ERP-OPIS has provided the initial one-year SAP Cloud Platform subscription as part of the ERP-OPIS development contract which will expire on June 30, 2022, the subscription needs to be renewed annually so as not to disrupt the services of the all Applications.

In addition, as part of the subscription availability, DOE foresees the need for training of DOE OIMB, DOE ITMS, and Oil Companies in the usage of the all Applications running on the SAP Cloud Platform.

## **III. SUBSCRIPTION REQUIREMENTS**

### **A. SAP Cloud Provider**

In compliance with the Terms of Reference for the development of ERP-OPIS applications, SAP Cloud Platform was used for the design and development of the all applications required in ERP-OPIS.

SAP Cloud Platform was selected as the appropriate cloud provider due to the requirements of the ERP-OPIS for interconnectivity of the functionality of the all Applications, particularly on the following:

1. Seamless User management - Users can transition between Application 1 to 5. With the use of SAP Cloud Platform Identity Management and tools, ERP-OPIS successfully achieved a proper interconnection and interoperability of all applications.
2. Flexibility and Adjustability for System requirements - SAP Cloud Platform has pre-configured components that can easily be adjusted according to the business process requirements and use. The use of SAP Cloud Platform enables ERP-OPIS applications to run dynamically due to the flexibility of development and data management tools provided by SAP Cloud Platform. SAP Cloud Platform development standards also give a consistent User Experience, Look and Feel of each application which allows users to easily adapt to the applications.
3. Workflow - Implementation of SAP Cloud Platform workflow specifically for Application 2 (OPIS) and Application 4 (DOCSAT) improves the document tracking and improves the services of these applications not only to the users but also to the administrators of the applications.
4. Monitoring - SAP Cloud Platform provides a robust database logging and auditing and ensures that ERP-OPIS applications have appropriate trails and audits.
5. On the other hand, the SP shall likewise be a value-added reseller of the SAP cloud platform and has sell authorization under the following requirements:
  - i. The Service Provider (SP) has undergone the training and best practices of SAP and was issued a Partner Center of Excellence Certificate;
  - ii. The SP has met the requirement for SAP Build-Authorization-Cloud as a condition for the issuance of the SAP Value Added Reseller Certificate; and
  - iii. The SP has met the requirements for SAP Build-Authorization-Integration as a condition of the issuance of the SAP Value Added Reseller Certificate.
6. That the ERP-OPIS has an initial one-year SAP Cloud Platform subscription as part of the ERP-OPIS development contract which will expire on June 30, 2022, the subscription needs to be renewed annually so as not to disrupt the services of the 5 Applications which will now be financed by the DOE.



## Subscription Coverage

Product	Description	Quantity	Sales Unit
SAP Cloud Platform Build	This is used to develop prototype screens and screen relations of the 5 applications of ERP-OPIS	3	1 User
SAP CP Document Service	Repository of all the document attachment in OPIS, DOCSAT and MIA	600	10 GB
SAP CP Identity Authentication	User Administration and Management Tool used in DONGOP which is the gateway to accessing the rest of the applications	10	100 Logons
SAP CP Integration, DI edition	Used as a tool for Integration between Applications i.e DOCSAT to MIA	1	1 Flat Fee
SAP CP Integration, PI edition	Used as a tool for Integration between Applications i.e DOCSAT to MIA	1	1 Flat Fee
SAP CP Integration, enterprise edition	Used as a tool for Integration between Applications like DOCSAT to MIA	1	1 Flat Fee
SAP CP Java Server (large)	Java Server for visualized Hardware use of SAP Cloud Platform, used in the Application Programming interfaces for 5 Applications	2	1 Flat Fee
SAP CP Java Server (medium)	Java Server for visualized Hardware use of SAP Cloud Platform, used in the Application Programming interfaces for 5 Applications	1	1 Flat Fee
SAP CP Portal	Used by DONGOP Development	1	1 Users
SAP CP Portal, consumer ed	Used by DONGOP Live environment	1	1,000 Site Visits
SAP CP HANA service, enterprise	Platform as a Service used for Application and Database Management of all 5 Application of ERP-OPIS	2	16 GB
SAP CP Workflow service	Used as the development environment and tool for Approval processes of DOCSAT, OPIS	100	1 Users

SAP Cloud Platform App Runtime	Additional Runtime Environment for Java Server to cater the 5 Applications in ERP-OPIS	10	1 GB
SAP CP bandwidth	Additional Bandwidth to cater for the Database Application of all 5 Applications in ERP-OPIS	10	10 GB
SAP CP custom domain	Provided for DOE DONGOP custom internet domain name	1	1 Flat Fee
SAP Cloud Platform Mobile Services	Platform for all development of IAA and MIA	25	1 Users
SAP CP mobile service dev & ops,cons ed	User management and administration of IAA and MIA	1	50.000 Active Users
SAP CP portal administrator	Used in Cloud Platform Identity provider administrator, mainly used in DONGOP User administration and management.	5	1 Users
SAP Conversational AI	Used in DONGOP Landing Page	3	1.000 Chats
SAP Leonardo machine learning foundation	Used by Dashboard for Analytics	20	1 Machine Learning Unit
SAP Web IDE	Development tool for all 5 Applications of ERP-OPIS	5	5 Users
SAP Analytics Cloud BI, public opt (usr)	Used by Dashboard for Analytics	90	1 Users
SAP Analytics Cloud, Planning Prof ed. publ	Used by Dashboard for Analytics	2	1 Users
SAP Analytics Cloud, Planning Std Public Ed.	Used by Dashboard for Analytics	8	1 Users
SAP Digital Boardroom, Public Ed.	Used by Dashboard for Analytics	1	1 Installation

#### **IV. APPLICATION MANAGEMENT SUPPORT (AMS)**

The Application Management Support to be provided by SP shall provide the following:

##### **A. Incident Management for observed/notified application issues**

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

**Table 1.** Investigation/Response Time of Reported Application Issue

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

Each ticketed issue, depending on its severity level, will also be classified according to priority. Below are the classifications of these priorities and their corresponding examples.

**Table 2. Priority Level Classifications**

Priority Level	Criteria	Description	Example of requests
Priority 1 (Very High)	Critical business impact where function or entity is down	Established business functions that are already live and working that have an IMMEDIATE IMPACT or block the execution of critical business processes for which NO WORKAROUND has been identified. The issue potentially has a major financial impact or impacts a large proportion of the population.	Production system is down. Critical Program or Configuration for the ERP-OPIS modules or products not running and will disrupt critical business operations, which may cause financial loss to the company.
Priority 2 (High)	Serious business impact with critical application problem	Established business functions that are already live and working that have an IMMEDIATE IMPACT and block the execution of key business processes with which a WORKAROUND has been identified. The issue potentially has a major financial impact or impacts a large proportion of the population.	Critical Program or configuration in production ERP-OPIS modules is not running and will disrupt business operations but a temporary solution is existing to proceed with the operations.
Priority 3 (Medium)	Moderate business impact with non-critical application problem	Established business functions that are already live and working that have NO IMMEDIATE IMPACT on the execution of key business processes have been identified. It has an impact on either production or test system that involve a partial or limited loss of non-critical functionality, but a workaround exists which allows the continuance of normal operations.	Configuration and/or Development requests or issues on ERP-OPIS application that will ensure smooth business-as-usual operations.

Priority 4 (Low)	Low business impact with Non-critical, non-business impacting issue	An issue with NO IMMEDIATE IMPACT on the execution of key business processes. Application information requests are by default prioritized as Low.	RFI (Request for Information) requests. Involves general usage questions including questions that reference product notes and documentations
Priority 5 (Scheduled)	Planned / Scheduled Activities	Application Management Services ENHANCEMENTS where the timing of the resolution is mutually agreed upon and SCHEDULED.	AMS requests or enhancements such as the development of a program or additional configuration or functionalities to accommodate new business needs.

**B. Twenty-four seven (24/7) Support Portal**

The Supplier shall provide a Support Service Desk. The Support Service Desk will be responsible for first structuring the relevant requests in the shortest time. The Department of Energy should be able to raise issues based on the severity of the incident via

1. Online Incident Management Portal
2. Telephone calls
3. Email messages

**C. Training**

The Supplier shall provide three (3) types of training support for ERP-OPIS Solutions as follows:

1. Training the Core Group
  - i. Overall responsible for the development and delivery of Training Strategy & Plan for the Internal Department of Energy - OIMB Appointed trainer(s).
  - ii. Develop Training Needs Analysis for the local target audience.
  - iii. Manage the creation of training schedules and ensure all training is completed according to project timelines as aligned with the Project Core team.

- iv. To provide support to the Appointed Trainer(s) on the initial execution of OIMB's Client training of ERP-OPIS Application within the Department of Energy Organization.
- v. Development of Knowledge Base - Videotaped manuals

2. Training DOE OIMB and ITMS Staff

- i. Overall responsible for the development and delivery of Training Strategy & Plan for DOE's OIMB and ITMS Staff.
- ii. Develop Training Needs Analysis for the local target audience.
- iii. Development of Standard Training Materials
- iv. Manage the creation of ten (10) training schedules with two (2) personnel
- v. Ensure all trainings are completed according to project timelines

3. Training of Oil Companies Personnel

- i. Overall responsible for the development and delivery of Training Strategy & Plan Oil Companies
- ii. Develop Training Needs Analysis for the local target audience.
- iii. Development of Standard Training Materials
- iv. Manage the creation of fifteen (15) training schedules with two (2) personnel
- v. Ensure all training is completed according to project timelines.

**V. COVERAGE OF SUBSCRIPTION AND AMS**

The AMS-SP and SAP Cloud Solution Subscription should provide the following support and maintenance services needed for the system during the contract period.

D. Procurement of Annual SAP Cloud Platform License Subscription Renewal as indicated in Section III of this TOR for the period covering July 1, 2022 - June 30, 2023.

E. Application Management Support

1. Training of the ERP – OPIS Applications

- i. One-week training sessions for Core Group on the usage of the 5 ERP-OPIS Applications – Ten (10) man-days (MD) with two trainers;

- ii. Two weeks training sessions for DOE OIMB and ITMS on the usage of the 5 ERP-OPIS Applications – Twenty (20) MD with two (2) trainers; and
  - iii. Three weeks training Sessions for Oil Companies on the usage of the 5 ERP-OPIS Applications – Thirty (30) MD with two (2) trainers.
2. Two days of training of DOE OIMB and ITMS on the use of Incident Management Portal – Two (2) man-days with one (1) trainer.
  3. Incident Management and Support Portal – One hundred twenty (120) MDof support consumable within the year. If not consumed the remaining man-days could be converted into training man-days for DOE OIMB and ITMS.
    - i. Monthly back-up of the ERP-OPIS database shall be provided to the DOE-ITMS during subscription period (12 MD).
    - ii. Full back-up of ERP-OPIS shall be provided to the DOE-ITMS at the end of the subscription period and must be compatible/convertible with MS SQL (2 MD).
    - iii. Back-up file shall be available for download by the authorized DOE-ITMS staff or through external storage.

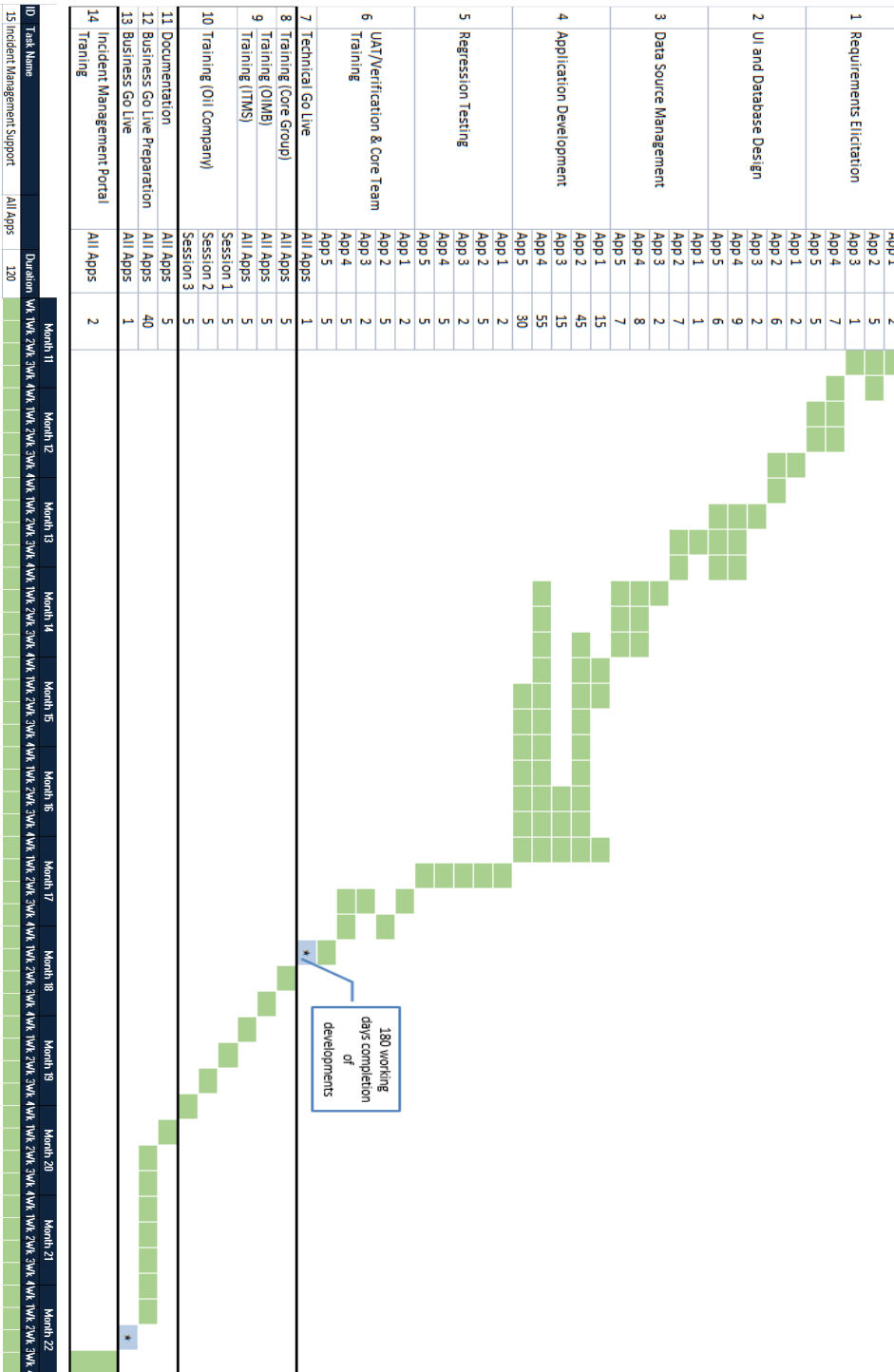
Note: One Man-day is equivalent to 8 working **hours** per trainer

**VI. WARRANTY.**

Non-performance of the required responsibilities and non-compliance of the minimum performance standard can be considered as a ground for the imposition of liquidated damages and/or blacklisting as provided under the applicable provisions of Republic Act 9184, its IRR or related issuances of the Government Procurement Policy Board

# VII. Training Schedule

## I. TRAINING SCHEDULE





**VIII. PAYMENT SCHEDULE**

Billing and payment shall be made at the start of the AMS period and subject to DOE’s approval and acceptance.

Items	Deliverables	Payment Terms		Requirement
A. Training	1.Completion of the training sessions for OIMB and ITMS Personnel, 2.Completion of the training sessions of Oil Companies Personnel 3.Completion of the Incident Portal Training	7 % of the Contract Price	Within 180 Calendar days upon receipt of Notice to proceed	Training Certificate
B. AMS Subscription Support Services	1. AMS Application Subscription for 1 year	13 % of the Contract Price	Within 180 Calendar days upon receipt of Notice to proceed	Signed Service Agreement
C. SAP Cloud Subscription	Renewal of SAP Cloud Solution Subscription	80% of the Bid amount	Within 15 Calendar days upon receipt of Notice to proceed	Certificate of license renewal

**IX. APPROVED BUDGET FOR THE CONTACT**

The total Approved Budget for the project is **Php 25,000,000.00**

**X. SERVICE PROVIDER REQUIREMENTS**

A. Service Provider (SP)

1. The SP should have completed at least one (1) software package solution similar to the ERP-OPIS (Oil Products Information System) Local or Foreign.
2. The SP shall also provide software, development tools, and database licensing requirements.
3. The SP must submit a certification from the Software principal that it is authorized to sell and implement the proposed solution to be delivered.

4. The SP must be a value-added reseller of the SAP cloud platform and has sell authorization under the following requirements:
  - a. The Service Provider (SP) has undergone the training and best practices of SAP and was issued a Partner Center of Excellence Certificate;
  - b. The SP has met the requirement for SAP Build-Authorization-Cloud as a condition to the issuance of the SAP Value Added Reseller Certificate; and
  - c. The SP has met the requirements for SAP Build-Authorization-Integration as a condition for the issuance of the SAP Value Added Reseller Certificate.
5. The SP must have available incident management tool for AMS at no additional cost from DOE
6. The SP must have at least two (2) on-going AMS for ERP Applications.

**B. Track Record**

1. To ensure that DOE deals only with experienced proponents who can deliver the desired System, the Contractor must have implemented or is currently implementing a similar system like ERP-OPIS. A similar system means:
  - a. Must have a proven System Integration component;
  - b. For an organization similar in size and nature of the business operation to DOE;
  - c. Usage of the same technology described in these Terms of Reference (e.g., SAP Cloud Platform, HTML5, in-memory database, etc.)
2. The SP must have proven experience in implementing software packages in the areas identified in these Terms of Reference.
3. The value of SP's largest single contract, adjusted to current prices, completed within the past 5-year period, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to be bid.

**C. Service/Project Organization**

The SP shall describe its project organization, incorporating the envisioned changes over the life of the project. Key technical and managerial positions must be clearly identified.

**1. Service/Project Management**

The SP shall assign a Team Leader who shall possess the following qualifications:

- a. With a minimum of ten (10) years of actual experience in managing ICT support services which must be during the period from the year 2012 to the present.
- b. Must have successfully implemented support services for two (2) or more ERP systems

2. Service/Project Team

- a. The number of staff in each discipline (i.e., Application /Developers, Database Experts, etc.) must be indicated.
- b. SP must assign a Service Team point person to interface with the DOE key staff.
- c. The bidder is required to submit the Curriculum Vitaes of the service staff.
  - Business Analysts must be knowledgeable and can quickly capture the ERP-OPIS Processes and Operation
  - Business Analysts must be able to conduct and facilitate; and must have at least completed training for an OPIS (Oil Product Information System); local or foreign.
  - Developers must be experienced in SAP Cloud Platform Development, Digital Boardroom, SAP Cloud workflow, SAP Cloud APIs, SAP Cloud Portal.

## ***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. **Aftersales service warranty**; 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.**

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

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 CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

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

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

Signature \_\_\_\_\_

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



**Annex F**

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

**For Goods Offered from Within the Philippines**

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

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

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

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

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

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

## Annex G

### Performance Securing Declaration

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

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

### PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/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 Signatory's Legal Capacity]*

**for:**  
**Department of Energy**

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

**for:**  
**[Insert Name of Supplier]**

*Witness for DOE*  
*[Position Title]*

*Witness for Supplier*  
*[Position Title]*

**Agustus Cesar A. Navarro**  
*DOE Chief Accountant*  
*Witness*

**Acknowledgment**

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