



**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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**24<sup>TH</sup> PB CY 2024 – PROCUREMENT OF SERVICES FOR THE  
DEVELOPMENT OF THE ENVIRONMENTAL  
MANAGEMENT MONITORING AND EVALUATION  
SYSTEM (EMMES) AND THE ENERGY PROJECT  
MONITORING AND EVALUATION SYSTEM (EPMES)  
FOR CY2024**

(Purchase Request No. 05-0101-2024-09-0453)

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

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



**PROCUREMENT OF SERVICES FOR THE DEVELOPMENT OF THE ENVIRONMENTAL MANAGEMENT MONITORING AND EVALUATION SYSTEM (EMMES) AND THE ENERGY PROJECT MONITORING EVALUATION SYSTEM (EPMES) FOR CY2024**

1. The **Department of Energy (DOE)** is undertaking **Procurement of Services for the Development of the Environmental Management Monitoring and Evaluation System (EMMES) and the Energy Project Monitoring and Evaluation System (EPMES) for CY 2024** and intends to apply the sum of **Php15,000,000.00** that will be sourced from the **FY 2024 GAA**, being the Approved Budget for the Contract (ABC) to payments for the contract under **Purchase Request No. 05-0101-2024-09-0453**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DOE now invites bids for **Procurement of Services for the Development of the Environmental Management Monitoring and Evaluation System (EMMES) and the Energy Project Monitoring and Evaluation System (EPMES) for CY 2024**. Delivery of the Goods and Services is **One Hundred Eighty (180) Calendar Days** upon receipt of Notice to Proceed. Bidders should have completed, within **two (2) years from the date of submission and receipt of bids**, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the *“Government Procurement Reform Act”*.

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

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

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

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

1. Call the Procurement Management Division at 84792900 local 383 or send email to [jlabad@doe.gov.ph](mailto:jlabad@doe.gov.ph), [marcuevas@doe.gov.ph](mailto:marcuevas@doe.gov.ph) a day before their payment, with the following information:
  - a. Company Name
  - b. Title of Item to Bid
  - c. Contact Person
  - d. Contact Number
  - e. At least two (2) official email addresses
2. The supplier should respond “Yes” to the email that will be sent by DOE regarding the payment.
3. The Supplier will receive from DOE Accounting an approved Order of Payment.
4. The Supplier should present the approved Order of Payment to the DOE Treasury during payment and provide copy to Procurement Management Division or upon submission of Bid.
5. In case of Bank Payment the Supplier shall ensure that the amount paid is as reflected in the Order of Payment and sent a copy of the Bank Deposit Slip together with the approved Order of Payment to the email address above or upon submission of Bid

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

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name:	:	DOE Trust Fund
Account 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)

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

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

6. A complete set of Bidding Documents may be acquired by interested Bidders on **17 October 2024** 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 **Php15,000.00**.

The Department of Energy will hold a Pre-Bid Conference on **24 October 2024** which **will start at 08:00 AM** at the DOE – **Audio Visual Room** DOE BAC Main Office.

7. Bids must be duly received by the BAC through manual submission at the office address indicated below on or before **08:00 AM of 07 November 2024** 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 **08:00 AM of 07 November 2024**. Online submission is not yet available. Late bids shall not be accepted.

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

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **07 November 2024 at 09:00AM**, DOE – Audio Visual Room, DOE-Main Building. The 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' representatives.

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

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

**Jaymee Joy A. Deogracias**

Procurement Management Division

DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: [bacsecretariat@doe.gov.ph](mailto:bacsecretariat@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. Giovanni Carlo J. Bacordo**  
Chairperson  
Bids and Awards Committee

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

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

The Procuring Entity, Department of Energy wishes to receive Bids for the **Procurement of Services for the Development of the Environmental Management Monitoring and Evaluation System (EMMES) and the Energy Project Monitoring and Evaluation System (EPMES) for CY 2024** under Purchase Request No. 05-0101-2024-09-0453.

### **2. Funding Information**

2.1. The GOP through the source of funding from GAA for **FY2024**, in the amount of **Php15,000,000.00**

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

## 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted

by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

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

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

14.2. The Bid and bid security shall be valid **until 07 March 2025**. 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. <b>Similar contract related to the development of the environmental/ disaster management, monitoring or evaluation system, and/ or project monitoring and evaluation system</b></li> <li>b. Completed within <b>two (2) years</b> prior to the deadline for the submission and receipt of bids</li> </ul>
7.1	Subcontracting is not allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – <b>Department of Energy</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. Not less than <b>Php300,000.00</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. Not less than <b>Php750,000.00</b> if bid security is in Surety Bond.</li> </ul>
15.	Each Bidder shall submit <b>one (1) original</b> and <b>two (2) copies</b> of the first and second components of its bid.
20.2	No further Instructions

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

## 1. **Scope of Contract**

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

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

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

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

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

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



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

**5. Warranty**

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

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

**6. Liability of the Supplier**

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><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>Ms. Hershey T. Dela Cruz – Chief, EPPB-ECCD</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>The delivery terms applicable to this Contract are delivered at DOE Main Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><b>Packaging</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during</p>

transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

### **Transportation**

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

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

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

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

### **Intellectual Property Rights –**

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 The terms of payment shall be as follows:

**PAYMENT SCHEDULE**

The SP shall be paid according to the following schedule:

<b>Deliverables</b>	<b>Payment Terms (% of contract price)</b>	<b>Documentary Requirement</b>
Project Kick-off and Inception Meeting	10%	Certificate of Acceptance for the following item: <ul style="list-style-type: none"> <li>• Signed/Approved Inception Report</li> </ul>
Formulation of system and database design	20%	Certificate of Acceptance for the following items: <ul style="list-style-type: none"> <li>• Approved Storyboard</li> <li>• Approved Business Requirements Documents (BRD)</li> <li>• Approved UX Workshop document including mockups and prototypes</li> <li>• Approved Database Designs</li> </ul>
System and database development, integration, testing, and deployment	50%	Certificate of Acceptance for the following items: <ul style="list-style-type: none"> <li>• User Acceptance Testing (UAT Scripts)</li> <li>• Approved UAT documents</li> <li>• Go Live Acceptance Certificate</li> <li>• VAPT Report</li> <li>• PIA Report</li> <li>• Software License Certificate of its equivalent</li> </ul>
Provision of ICT Hardware and ICT Subscription requirements		Certificate of Acceptance for the following items: <ul style="list-style-type: none"> <li>• Invoice/ Statement of Account (SOA)</li> <li>• Delivery Receipt</li> </ul>
Conduct of training and capacity-building activities	10%	Certificate of Acceptance for the following item: <ul style="list-style-type: none"> <li>• Training Certificates</li> </ul>

	Project Closure and Documentation	10%	<p>Certificate of Acceptance for the following items:</p> <ul style="list-style-type: none"> <li>• Terminal Report</li> <li>• User manual</li> <li>• System administrator manual</li> <li>• Instructional AVP materials</li> <li>• Source codes</li> <li>• API documentation</li> <li>• Data dictionaries</li> <li>• Database setup and maintenance</li> <li>• Entity relationship diagrams</li> <li>• Configuration documentation</li> <li>• Technical Documentation including Deployment Manual</li> <li>• Help desk support call escalation process</li> <li>• Minutes of meetings</li> </ul> <p>Certificate of Project Acceptance by the end-user</p> <ul style="list-style-type: none"> <li>• Warranty Certificate</li> </ul>
	Note: Retention is 10% of every progress billing		
4	Inspection and Tests: As stated in the TOR/Specifications		
5.1	No further instructions		

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

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

<b>Lot No.</b>	<b>Item</b>	<b>Delivery</b>
1	Procurement of Services for the Development of the Environmental Management Monitoring and Evaluation System (EMMES) and the Energy Project Monitoring and Evaluation System (EPMES) for CY 2024	<b>One Hundred Eighty (180) Calendar Days upon receipt of Notice to Proceed</b>

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

<b>TERMS OF REFERENCE</b>	<b>Bidder's Compliance</b>
<p style="text-align: center;"><b>Procurement of Services for the Development of the Environmental Management Monitoring and Evaluation System (EMMES) and the Energy Project Monitoring and Evaluation System (EPMES)</b></p> <p style="text-align: center;"><b>Approved Budget for the Contract (ABC): Php 15,000,000.00</b></p> <p><b>II. BACKGROUND</b></p> <p>The Department of Energy (DOE) is committed to integrating energy planning with environmental stewardship. To support this, the DOE requires robust systems for monitoring and evaluating energy projects and their environmental impact.</p> <p>The procurement of the EMMES and EPMES is managed by the Environmental Cooperation and Coordination Section (ECCS) and the Project Evaluation and Monitoring Section (PEMS), respectively, of the Energy Cooperation and Coordination Division (ECCD) under the Energy Policy and Planning Bureau (EPPB) of the DOE. The EMMES and EPMES are included in the in the DOE Information Systems Strategic Plan (ISSP) CY2024-2026.</p> <p>This TOR document outlines the requirements and expectations for the design, development, deployment, training, and capacity building associated with the operation of the database system. The goal is to establish a robust system that contributes to the successful execution and oversight of the environmental performance monitoring and project M&amp;E of the DOE.</p> <p><b><i>Environmental Management Monitoring and Evaluation System (EMMES)</i></b></p> <p>The ECCD is tasked to coordinate the Department's international and other external cooperation commitment and activities, conduct project evaluation and monitoring, ensure compliance with government environmental policies and standards, and undertake research and studies thereon. Further to the function of the ECCD, its ECCS monitors and evaluates compliance of the energy projects with Environmental Compliance Certificate (ECC) conditionalities, Environmental Management Plans (EMPs), Environmental Monitoring Plans (EMoPs), and environmental laws and standards to ensure actual ecological impacts of the energy projects are adequately prevented or mitigated. The Department of Environment and Natural Resources issues Certificate of Non-Coverage (CNC)</p>	



in lieu of an ECC, in the absence of any environmental threat during the project's implementation.

Multi-partite Monitoring Teams (MMTs) per energy project are established as one of the conditions of the ECC for Environmentally Critical Projects (ECPs) and for projects located in Environmentally Critical Areas (ECAs). ECPs are projects that pose high risk or negative environmental impacts, while ECAs are ecologically, socially, or geologically sensitive areas that significantly affect the quality of the surrounding environment. MMTs are composed of representatives from the relevant government agencies, local government units (LGUs), non-government organizations (NGOs), and peoples' organizations (POs), the community, the women's sector, and whenever necessary, from the academe and other sectors.

Energy projects regularly submit and present Self-Monitoring Reports (SMR), Compliance Monitoring Reports (CMR), and Compliance Monitoring and Validation Reports (CMVR) to the MMT. The DOE, as a member of the MMT, evaluates these reports. Environmental data and information found in the SMRs, CMRs, and CMVRs include, but are not limited to:

- Energy management data and information e.g., fuel and electricity consumption, electricity generation, etc.;
- Air and Water management data and information e.g., air and water quality parameters, air pollution, water consumption, etc.;
- Waste management data and information, e.g., emissions, effluents, solid waste, hazardous waste; and
- Biodiversity management data and information.

The EMMES aims to provide the DOE with an efficient and effective inventory database and monitoring and evaluation system for collecting, processing, and generating information, data, and status of environmental compliance of all proponents of energy projects, which include power plants, refineries, oil and gas production fields, coal mines, transmission lines, among others.

### Energy ***Project Monitoring and Evaluation System (EPMES)***

The DOE has successfully executed various projects and implemented by the Department's bureaus/units. The PEMS, operating through the ECCD, serves as the Project Review Committee Technical Secretariat (PRC TS), which act as the Project Management Office (PMO) for DOE Projects. It also undertakes the responsibility of managing, reviewing, evaluating, and monitoring all Locally Funded Projects (LFPs) and Foreign Assisted Projects (FAPs) under the Department's purview.

Further, the PRC TS envisions the establishment of a multi-user centralized database system designed to facilitate effective, efficient, and safe data storage, collection, generation, reporting, monitoring, and evaluation (M&E) of both DOE LFPs and FAPs. These projects include those that have been implemented, are currently in progress, and those proposed for future implementation by the Department.

To improve and enhance the DOE project management process, M&E processes, there is a recognized need for a comprehensive EPMES. The primary objective is to develop an EPMES capable of providing real-time information, data, updates, and status reports on all projects undertaken by the Department. The system aims to offer a secured database which can access from any location at any time with a specified number of user/s, enhancing the efficiency and efficacy of the PRC TS in fulfilling its task and mandate.

### III. OBJECTIVE

The objectives of the project are to develop and implement a comprehensive approach for monitoring and evaluating the environmental performance of energy projects in the Philippines and the overall performance and implementation of LFPs/FAPS through the EMMES and EPMES, respectively. The key objectives are the following:

- **System and Database Design:** Develop a well-structured system that emphasizes expandability, maintainability, and performance for energy project monitoring and environmental management;
- **System and Database Development:** Create robust, user-friendly systems using Agile methodology and modern technologies to meet the DOE's goals;
- **Integration:** Ensure seamless integration with existing environmental and project management tools and databases to facilitate effective data sharing and analysis;
- **System Deployment:** Provide necessary ICT subscription and ICT hardware requirements and oversee the successful installation and rollout of both systems within the DOE's infrastructure;
- **Training:** Provide training for end-users on system operation and maintenance, emphasizing the system's importance and utility; and
- **Continuous Improvement:** Enhance the system based on stakeholder feedback and technological advancements to maintain its effectiveness and adaptability.

### IV. SCOPE OF WORK

The Service Provider (SP), being knowledgeable in information systems design and development, is required to provide services for the design, development, and deployment of information systems which contain the following Scope of Works (please see Annex "A" for the detailed scope of works):

- a) Formulation of system and database design;
- b) System and database development, integration, testing, and deployment;
- c) Provision of ICT Hardware and ICT Subscription requirements; and
- d) Conduct of training and capacity-building activities.

## **V. FUNCTIONAL REQUIREMENTS**

Functional requirements outline the features and functionalities that a system must be capable of performing to meet user requirements and fulfill its intended purpose. Below are the minimum functional requirements for the systems:

### **a) Account Management**

- Implement a management module for Client and Administrator accounts where roles, accounts, and permissions can be granted or revoked.

### **b) Data Collection**

- Collect data from multiple sources (web forms, flat files, PDFs, databases, external systems);
- Validate submitted data consistent with the minimum data requirements and in the prescribed formats as specified;
- Maintain a historical repository of data for trend analysis, regulatory reporting, and compliance verification;
- Track and notify administrators on completeness of stakeholder submissions; and
- Manage, secure, store, process, analyze, and retrieve required data, information, and parameters.

### **c) Data Analytics and Visualization**

#### **EMMES**

- Process incoming data in real-time and perform analyses to identify trends, anomalies, and potential environmental risks.
- Support data aggregation, filtering, and transformation to facilitate analysis and reporting.
- Provide interactive dashboards and visualizations (diagrams, tables, maps, etc.) to present environmental data in a clear and intuitive manner.
- Allow users to customize dashboards and generate visual reports based on specific environmental parameters and metrics.

- Establish a framework for monitoring the environmental performance of energy projects, providing the stakeholders within the locality of the projects, statuses of compliance to different government environmental laws and regulations, best practices of the proponents in resource (electricity, fuels, water) management, and current actions and efforts being implemented to maintain and further improve its environmental performance parameters such as effluents, emissions, waste generation and recovery, among others.
- Provide tools and resources for securely storing the data collected through the system and extracting these when the need arises, and allowing for processing and analyzing the data into useful information and insights on the environmental performance of energy projects.

### **EPMES**

- Process and collate incoming data in real-time and perform analyses to identify backlogs, problematic/delayed projects, trends, anomalies, and potential project implementation risks.
- Support data aggregation, filtering, and transformation to facilitate analysis and reporting.
- Provide interactive dashboards and visualizations (diagrams, tables, maps, etc.) to present real time data in a clear and intuitive manner.
- Allow users to customize dashboards and generate visual reports based on standard project report templates.
- Establish a framework for monitoring the performance of ongoing LFPs/FAPs, providing the stakeholders the required data and information, among others.
- Provide tools and resources for securely storing the data collected through the system and extracting these when the need arises and allowing for processing and analyzing the data into useful information and insights on the implementation performance and progress of LFPs/FAPs.

#### **d) Report Generation**

### **EMMES**

- Generate reports and dashboards that provide summaries of information and insights into the environmental performance of energy projects, allowing the stakeholders to easily access information related to health and safety, environmental and social impacts, and emergency and contingency plans of different energy projects.

## **EPMES**

- Generate reports and dashboards that provide insights into the performance and implementation of energy projects, allowing DOE-PRC and project implementers, including oversight government agencies to track progress, identify issues, concerns, challenges, and trends, and make data-driven decisions and practical solutions/recommendations.

### **e) Alerting and Notification**

## **EMMES**

- The system should have alerting mechanisms to notify stakeholders about critical environmental events, deviations from norms, or regulatory violations.
- Alerts should be configurable based on predefined thresholds and user preferences.

## **EPMES**

- Users receive notifications directly within the EPMES platform and via email, allowing them to stay updated on project milestones, task assignments, and important events.
- Notifications are automatically generated based on predefined events such as task assignments, milestone completions, and deadline reminders, among others, ensuring timely communication.
- Notifications are delivered to users based on their roles and permissions within the EPMES, ensuring relevant stakeholders receive pertinent information.
- Administrators can schedule notification delivery at specific times, ensuring messages reach recipients when they are most likely to be engaged.
- The system tracks and records when notifications are read by users, providing transparency and accountability in communication.

### **f) Submission and Validation**

- Submit and validate project proposals, accomplishment reports, narrative reports, and physical inventory matrices for both locally funded and foreign-assisted projects.

### **g) Audit Trail**

- Maintain an audit trail of user activities, data modifications, and system events for accountability and traceability purposes.
- Establish data governance policies to ensure data quality, accuracy, and consistency across the system.

## **h) Compliance Monitoring and Evaluation**

- Capable to properly and systematically encode, store, process, analyze, and retrieve minimum required Information and Parameters collected through a web form.
- Include the following information and parameters, of which the data are either being collected or generated/processed from the collected data.

### **EMMES**

- 1) List of Energy Projects Covered
- 2) Basic Information of Energy Projects
  - Name of Energy Project
  - Project Proponent
  - Location and Start of Operations
  - Type of Energy Technology, e.g. Power Plant (Coal, Oil, Natural Gas, Geothermal, Hydroelectric, Biomass, Solar, Wind, etc.), Oil Refinery and Depot, LNG Terminal, Fuel Extraction Facility, Coal Mining, Transmission Lines, etc.
  - Capacity
  - Main Components
  - Pollution Control Technologies
- 3) Compliance Monitoring / Checklist to ECC / CNC Conditionalities with supporting documents:
  - Environmental Compliance Certificate
  - Certificate of Non-Compliance
  - Multipartite Monitoring Team
  - Environmental Monitoring Fund
  - Environmental Guarantee Fund
  - Environmental Management Plan
  - Environmental Monitoring Program
  - Emergency Plan
  - Health, Safety and Environmental Plan
  - Abandonment Plan
- 4) Parameters for Environmental Performance
  - Energy consumption/fuel use, categorized into energy consumption of renewable energy sources (RE), non-renewable energy sources (fossil fuels), and electricity (own-use and sold)
  - Reduction in energy consumption, including fuel use reduction, electricity use reduction and total energy reduction
  - Greenhouse gas (GHG) emissions, scope 1 (direct) and scope 2 (indirect)

- Equivalent GHG emissions of fuel use reduction and electricity use reduction, and total GHG emission reduction
  - Non-GHG emissions / air pollutants (carbon monoxide, nitrogen oxides, sulfur oxides, particulate matters)
  - Ambient Air Quality Data and Continuous Emissions Monitoring System (CEMS) Data
  - Plant Efficiency
  - Water consumption, including (1) water withdrawal (surface water (marine/river/lake), groundwater, rainwater, produced water, third-party water), (2) water discharged (discharged as treated wastewater), and (3) stored water
  - Water recycled and reused, and net water consumption
  - Solid waste management: solid waste type, amount of generated, reused, recycled, and other recovery operations, landfilled and other disposal operations
  - Hazardous Waste Management: hazardous waste type, amount of generated, transported, diverted from disposal, and disposed
  - Ecosystem and Biodiversity: number of operational sites owned, managed in, or adjacent to protected areas and areas of high biodiversity value outside of protected areas, habitats protected or restored
  - Coal ash management: total coal combustion residuals (CCR) generated, reused or reclaimed, recycled, sold/sent externally for further recycling
  - Sludge management: type, total sludge generated, reused or reclaimed, recycled, and disposed
- 5) Parameters for Social Performance
- Social Development Program (SDP) and Corporate Social Responsibility (CSR) Program include Health, Educational, Livelihood, and Environmental Programs
  - DOE ER 1-94 Projects

## **EPMES**

- 1) List of approved Locally Funded and Foreign Assisted Projects (LFPs/FAPs) Covered
- 2) Basic Information of LFPs
  - General Information
    - Bureau/Office
    - Mandate
    - Project Leader
    - Focal Person
    - Alternate Focal Person
  - Partner Entities and Nature of Partnership
  - Target Beneficiaries
  - Sector/Sub-sector/Technology
  - Project Proposal

<ul style="list-style-type: none"> <li>- Project Title</li> <li>- Objective</li> <li>- Description</li> <li>- Rationale</li> <li>- Project Components</li> <li>- Overall/Major Outputs</li> <li>- Location</li> <li>- Duration</li> <li>- Budget Requirement</li> <li>- Gender and Development (GAD) Component</li> <li>o Signatories</li> </ul> <p>3) Basic Information of FAPs</p> <ul style="list-style-type: none"> <li>o Project Title</li> <li>o Project Brief Description</li> <li>o Recurring Project or Previously Proposed Project</li> <li>o Objectives (Impact)</li> <li>o Project Outcome</li> <li>o Project Indicators</li> <li>o Sources/Mean of Verification</li> <li>o Risk/Assumption</li> <li>o Project Outputs</li> <li>o Target Beneficiaries</li> <li>o Project Cost</li> <li>o Project Proponent Profile (Bureau/Project Leader, Focal/Alternate Focal Person, Contact Information)</li> </ul> <p>4) Documentary requirements for the submission of proposed for funding under LFPs/FAPs:</p> <p><u>LFPs:</u></p> <ul style="list-style-type: none"> <li>o Project Proposal Template</li> <li>o Logical Framework</li> <li>o Work and Financial Plan</li> <li>o Detailed Project Cost</li> <li>o Manpower and Responsibilities</li> <li>o GAD Checklist and Component</li> </ul> <p><u>FAPs:</u></p> <ul style="list-style-type: none"> <li>o Project Proposal Template from the Development Partners (DPs), Funding Institutions (FIs) and International Organizations (IOs); and,</li> <li>o Other requirements of DPs, FIs and IOs as needed.</li> </ul> <p>5) Reportorial requirements of the DBM and other Oversight Agencies (DBM, NEDA, DOF, Senate of the Philippines and House of Representatives):</p> <ul style="list-style-type: none"> <li>o DBM's Budget Accountability Report (BAR 1) Quarterly Physical Report of Operation as requirement for CNA Incentive of the Agency;</li> <li>o DBM's Budget Execution Document (BED 2);</li> <li>o NEDA Alert Mechanism Report;</li> <li>o Agency Official Development Assistance Portfolio Review Report;</li> </ul>	
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- Narrative Accomplishment Report for LFPs for House of Representatives and Senate of the Philippines; and,
- CCAM-DRR Cluster Accomplishment Report

**i) Links to Relevant Stakeholders**

- Manage entries for development partners and international organizations, and relevant government agencies, including name and website address.

**j) Project Portfolio and Task Management (EPMES only)**

- Manage multiple energy projects (LFPs/FAPs) simultaneously within a centralized platform.
- Organize projects based on various criteria (location, stage of development).
- Track project information, deadlines, tasks, status, updates, and resources.
- Set up automated alerts for goal deviations and critical events.

**k) Real-time Monitoring and Time Tracking (EPMES only)**

- Monitor energy projects implementation and operational performance.
- Track fund utilization per project.
- Provide real-time reporting and automated alerts for deviations from performance metrics.

**l) Application Programming Interface (API)**

The system must have an API for interoperability and data sharing with other stakeholders. The detailed requirements are as follows:

<b>API Requirement</b>	<b>Description</b>
API Design and Implementation	The systems shall include a well-defined API designed to facilitate interoperability and seamless data exchange with external stakeholders. The API shall adhere to industry standards and best practices for web services.
Data Format Compatibility	The API shall support multiple data formats to ensure compatibility with a wide range of systems and stakeholders. This includes but is not limited to JSON, XML, and CSV.
Security Protocols	The API shall implement robust security protocols to safeguard data during transit and

	at rest. This includes encryption, authentication mechanisms, and access control measures to protect sensitive information from unauthorized access or tampering.
Documentation	Comprehensive documentation for the API shall be provided, including endpoints, request/response formats, authentication procedures, error handling, and usage examples. This documentation shall be regularly updated to reflect any changes or enhancements to the API.
Scalability and Performance	The API infrastructure shall be designed to scale efficiently to accommodate increasing data volumes and user loads. Performance benchmarks shall be established and monitored to ensure optimal system responsiveness and reliability.
Compliance and Standards	The API shall comply with relevant industry standards or any other applicable laws, guidelines, and regulations governing data sharing and interoperability.
Versioning and Backward Compatibility	The API shall support versioning to allow for the introduction of new features or changes without disrupting existing integrations. Backward compatibility with previous API versions shall be maintained to ensure seamless transition for users and stakeholders.
Monitoring and Analytics	The system shall include monitoring tools to track API usage, performance metrics, and error rates. Analytics capabilities shall be provided to analyze data exchange patterns and identify areas for optimization or improvement.
Support and Maintenance	Technical support and maintenance services shall be provided to address any issues or challenges encountered with the API implementation. This includes troubleshooting, bug fixes, and periodic updates to address security vulnerabilities or necessary upgrades to improve functionality.
Collaboration with Stakeholders	Close collaboration with relevant stakeholders shall be maintained throughout the API development process to gather requirements, solicit feedback, and ensure alignment with business objectives and user needs.

## VI. NON-FUNCTIONAL REQUIREMENTS

The systems' non-functional requirements cover those aspects of the systems which do not relate to the business processes. The minimum non-functional requirements are enumerated below:

### 1.1 Performance

- 1.1.1 The systems shall be responsive, with a maximum acceptable response time of 2 seconds for all user interactions.
- 1.1.2 It should be able to handle a minimum of 100 concurrent users without any degradation in performance.
- 1.1.3 The systems should optimize resource utilization to minimize hardware and software costs.
- 1.1.4 It should employ caching mechanisms such as Least Recently Used (LRU) and efficient algorithms like Bloom Filters to improve data retrieval and processing speed.

### 1.2 Scalability

- 1.2.1 The system architecture should be scalable to accommodate a minimum of a 30% increase in data volume and user base annually for the next five years.
- 1.2.2 It should support horizontal scalability by allowing the addition of at least 30% more servers or resources, without impacting system performance.

### 1.3 Reliability

- 1.3.1 The system shall have a minimum uptime of 99.9% excluding scheduled maintenance windows.
- 1.3.2 It should have mechanisms in place for automated failover and disaster recovery to minimize downtime in case of system failures.

### 1.4 Security

- 1.4.1 It should implement role-based access control (RBAC) to restrict access to sensitive information to only authorized users, in accordance with NIST guidelines.
- 1.4.2 Data encryption must be applied for both storing and transmitting sensitive information, as per NIST encryption standards.
- 1.4.3 The SP shall ensure that all software components (core frameworks, JavaScript/CSS components, drivers, plugins, etc.) used are up-to-date and free from any vulnerabilities.
- 1.4.4 There shall be a reCAPTCHA to protect against automated attacks.

- 1.4.5 A multi-factor authentication (MFA) method shall be implemented to enhance security by requiring users to provide multiple forms of verification for system access.
- 1.4.6 The system shall implement account lockout after three (3) wrong attempts and a streamlined procedure for account restoration, password change and profile update.
- 1.4.7 The SP must subject the enhanced portal to a Vulnerability Assessment and Penetration Testing (VAPT), to be conducted by a third-party provider which is not affiliated with the SP and a duly certified VAPT provider by the Department of Information and Communications Technology (DICT). The VAPT shall be conducted once the system is fully deployed in the production environment. The SP shall ensure that the system successfully passed the VAPT without any findings whether critical, major, moderate, or low severity vulnerability. This shall also be subject to the CERT-PH's VAPT to ensure that the service provider has remediated all vulnerabilities before the acceptance of the system.
- 1.4.8 In time the system is accessible publicly under the doe.gov.ph domain, it would be subjected to the monthly Project SONAR by the DICT. The SP must adhere and take action on the findings and recommendation of the DICT.

**1.5 Usability**

- 1.5.1 The web-based application system must adhere to the common look and feel established by the DOE Portal (<https://staging.doe.gov.ph>) to ensure consistency and maintain the branding identity of the agency.
- 1.5.2 It should support multiple languages and be accessible to users with disabilities, complying with WCAG 2.1 guidelines.

**1.6 Compatibility**

- 1.6.1 The system should be compatible with a wide range of devices and browsers, including mobile devices and popular web browsers.
- 1.6.2 It should integrate seamlessly with existing third-party systems and APIs.

**1.7 Maintainability**

- 1.7.1 The system should be built using modular and well-documented code to facilitate ease of maintenance and future enhancements.
- 1.7.2 It should include logging and monitoring functionalities to assist in troubleshooting and debugging.

**1.8 Regulatory Compliance**

1.8.1 The system should comply with the data classification requirements as mandated by the Cloud First Policy.

1.8.2 The system must comply with the Data Privacy Act of 2012. The detailed requirements are as follows:

<b>Data Privacy Requirement</b>	<b>Description</b>
Data Handling and Protection	The system must be designed to ensure that personal data is collected, processed, stored, and disposed of in accordance with the law. This includes implementing appropriate technical measures to protect against unauthorized access, disclosure, alteration, or destruction of personal information.
Consent Management	The system shall incorporate mechanisms for obtaining and managing user consent for the collection and processing of personal data in compliance with the requirements of the Data Privacy Act. This includes providing clear and transparent information to users regarding the purposes for which their data is being collected and processed, as well as obtaining explicit consent where necessary.
Data Minimization and Retention	The system shall be designed to employ data minimization by limiting the collection and retention of personal information to what is necessary for the specified purposes. Personal data shall be retained only for as long as required to fulfill the purposes for which it was collected, and shall be securely disposed of once no longer needed, in accordance with the retention periods specified in the Data Privacy Act.
Security Safeguards	The system shall implement appropriate security safeguards to protect personal data against unauthorized access, disclosure, alteration, or destruction, as required by the Data Privacy Act. This includes but is not limited to encryption, access controls, and pseudonymization to mitigate risks to data security.
Conduct of Privacy Impact Assessment (PIA)	The service provider shall conduct a Privacy Impact Assessment (PIA) to evaluate the privacy implications of the proposed information system.

		<p>The PIA shall assess the collection, processing, storage, and transmission of personal information within the information system.</p> <p>The PIA shall identify potential privacy risks, vulnerabilities, and mitigation measures associated with the information system.</p>
	Submission and approval of PIA Report	<p>The service provider shall submit a comprehensive PIA report to the DOE upon completion of the assessment.</p> <p>The PIA report shall include an executive summary, detailed analysis of privacy risks, recommendations for mitigating risks, and any other relevant documentation.</p> <p>The PIA report shall be subject to review and approval by DOE.</p>

**VII. ICT SUBSCRIPTION AND HARDWARE REQUIREMENTS**

The EMMES and EPMES require suitable ICT subscription and hardware to be able to deliver the identified functions and features and to perform at a level acceptable to the end-users. The following are the minimum ICT subscription and hardware requirements for the two systems:

**Minimum ICT Subscription Requirements**

No.	Item	Qty	Minimum Specifications
1	Online Backup Solution (1 year)	4	<p>Supported Platforms: Compatible with a wide range of operating systems including Windows, Linux, macOS, and various virtual environments such as VMware, Hyper-V, and cloud platforms like AWS, Azure, and Google Cloud Platform.</p> <p>Backup Types: Supports various backup types including file-level backups, disk imaging, application-aware backups for databases and mail servers, and virtual machine backups.</p> <p>Backup Methods: Provides options for full backups, incremental backups, differential backups, and snapshot-based backups.</p> <p>Retention Policies: Allows customization of retention policies for backup data, including short-term and long-term retention, archival, and deletion policies.</p> <p>Storage Targets: Supports a variety of storage targets including local storage, network-attached</p>

			<p>storage (NAS), tape drives, cloud storage providers, and hybrid storage configurations.</p> <p><b>Encryption and Security:</b> Includes built-in encryption features to secure backup data both in transit and at rest, supporting industry-standard encryption algorithms like AES-256. Implements robust authentication mechanisms and access controls to restrict unauthorized access to backup data and administrative functions.</p> <p><b>Monitoring and Reporting:</b> Provides comprehensive monitoring capabilities for backup jobs, including real-time alerts, notifications, and detailed reports on backup status, success rates, storage usage, and compliance with backup policies.</p> <p><b>Management Console:</b> Offers a centralized management console or web-based interface for easy administration of backup tasks, configuration of backup policies, and monitoring of backup operations across all licensed devices or servers.</p> <p><b>Disaster Recovery:</b> Supports various disaster recovery scenarios including bare-metal recovery, hardware-independent restore, and automated failover and failback procedures.</p> <p><b>Technical Support and Maintenance:</b> Includes ongoing technical support and maintenance throughout the subscription period, providing access to software updates, patches, and documentation.</p>
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**Minimum ICT Hardware Requirements**

No.	Item	Qty	Minimum Specifications
1	Physical Server	5	<p>OS platform: Linux</p> <p>Processor: minimum of 2 CPUs with at least 8-Core per CPU</p> <p>RAM: 32GB memory (expandable)</p> <p>Storage: 500 GB (expandable)</p>
2	Rack	1	<p>42U universal dimensions with accessories</p> <p>Multi-vendor equipment compatible</p>

3	Physical Storage for backup	2	<p>Processor: 4-cores clocked at 2.0 GHz or higher</p> <p>RAM: 8GB DDR4 (expandable to 16GB or more)</p> <p>Storage Capacity: 4 or more drive bays supporting 3.5-inch SATA HDDs or SSDs, with a total capacity of 48TB or more (12TB per drive)</p> <p>RAID Support: Support for RAID levels 0, 1, 5, 6, and 10 for data redundancy and performance optimization</p> <p>Expansion Slots: Two PCIe 3.0 x4 slots for adding expansion cards such as 10 Gigabit Ethernet adapters or SSD caching cards</p>
4	Uninterruptible Power Supply (UPS)	3	<p>3KVA, 230V, 50Hz.</p> <p>Input IEC C20; Outlet: IEC 13 and IEC C19</p> <p>Rackmount/tower type (with complete mounting kit/accessories)</p>

**VIII. ROLES AND RESPONSIBILITIES**

The Service Provider shall:

- a. Coordinate with the End-user as required.
- b. Ensure timely delivery of outputs.
- c. Provide all necessary equipment and manpower needed for the completion of the Project
- d. Shoulder the cost of conducting training, excluding travel expenses and other costs associated with the completion of the Project
- e. Undertake a Non-Disclosure Agreement in line with the DOE Data Privacy Policy.
- f. Provide one (1) year of maintenance and technical support after the project implementation period. The Technical support includes but is not limited to:
  - 24/7 support on system bug and error correction (Please see Table “1”)
  - Data migration
  - Provide technical assistance to the system owner/administrator for the conduct of backup and testing activities, full system restoration exercises, and actual system restoration
  - Provide an automated backup and restoration management tool using full and incremental method
  - To ensure optimal performance, the SP shall regularly check the system and server health which shall include the deployment of system updates, security patches, and other necessary upgrades during the project implementation and technical support
  - Other technical consultations



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

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

Severity Level	Agreed Investigation and Response / Resolution Time to End User
4 – Low	Within eight (8) working days from notification
3 – Medium	Within four (4) working days from notification
2 – High	Within two (2) calendar days from notification
1 – Very High	Within one (1) calendar 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	

**Table 2.** Priority Level Classifications

Priority Level	Description	Example Request
1 – Very High	Issues that compromise the data-security and integrity of the System (data theft / loss / alteration) and / or prevents the access of Users to the System.	Cyber Attacks, Auto-generated and continuous applications that flood the System, Landing Page issues
2 – High	Issues that lead to the inability to process system actions (at any part of the process) but does not pose any of the risks covered by Priority Level 1.	Issues that disable application submission / approval / evaluation
3 – Medium	Issues that comprise of errors that trigger confusion for the users which lead to an increased difficulty in operations or the requirement of workarounds but does not result to risks as high as either Priority Level 1 or 2.	Very Slow System Response, Problems with Auto-Generated Files, Inability to upload or download files
4 – Low	Issues that comprise of minimum risk errors that do not have a direct effect on the normal functionality of the System or the experience of the Users but should still be corrected.	Text related issues (wrong spellings, wrong font size / style, wrong wordings), visible aesthetic issues, wrong values showing up in certain data fields.

The End-user 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 Project;
- c. Conduct briefings to the Project team on all EPPB-related programs and projects; and
- d. Determine the acceptability of the deliverables.

**IX. BIDDER’S MINIMUM QUALIFICATIONS**

The following requirements must be met by the Service Provider:

- 1. **Experience:** The SP must have 5 years’ experience in developing and implementing similar systems for government agencies or organizations, with at least a Satisfactory rating from two (2) clients.
- 2. **Technical Expertise:** The SP must have technical expertise in web-based systems, data storage, collection, generation, reporting, and Environmental Performance Monitoring and M&E processes.
- 3. **Training:** The SP must have experience in providing training to end-users on how to use similar systems effectively.
- 4. **Manpower:** Must provide a project team staffing and follow the condition stated to wit;
  - a. The SP must provide the notarized Curriculum Vitae (CVs) of their proposed staff clearly showing the relevant skills and work experience during the opening of bids and to be evaluated during the post-qualification.

The system provider must provide the required minimum number of personnel with the following roles/qualifications:

<b>Personnel</b>	<b>Role/Qualification</b>	<b>Min. No.</b>
Project Manager	Role: Responsible for the execution of the project Experience: At least five (5) years in project management Education: CS/IT Degree or a related field Certification: Certified Project Management Professional or equivalent	1

Assistant Project Manager	<p>Role: Responsible for supporting the execution of the project, assisting in project planning, and coordinating team activities</p> <p>Experience: At least three (3) years in project management or a related field</p> <p>Education: CS/IT Degree or a related field</p> <p>Certification: Certified Project Management Professional or equivalent</p>	1	
Business Analyst	<p>Role: Responsible for analyzing business processes, identifying areas for improvement, and implementing solutions to enhance operational efficiency</p> <p>Experience: At least five (5) years in business analysis</p> <p>Education: CS/IT Degree or a related field</p> <p>Certification: Certified Business Analysis Professional or equivalent</p>	4 (two each for EMMES and EPMES)	
Database Specialist	<p>Role: Responsible for designing, developing, installing, administering, maintaining and performance tuning of databases</p> <p>Experience: At least three (3) years in designing and implementing RDBMS or No-SQL databases</p> <p>Education: CS/IT Degree or a related field</p> <p>Certification: Certified Database Professional or equivalent</p>	2 (one each for EMMES and EPMES)	
Full Stack Developers	<p>Role: Responsible for developing and testing both the front-end and back-end components of web applications</p> <p>Experience: At least five (5) years in software development</p> <p>Education: CS/IT Degree</p> <p>Certification: Certified Full Stack Developer or equivalent</p>	4 (two each for EMMES and EPMES)	

<p>User Interface/ User Experience (UI/UX) Designer</p>	<p>Role: Responsible for designing and enhancing the user interfaces and user experiences of a software product/solution Experience: At least three (3) years in software development Education: CS/IT Degree or a related field such as Graphic Design or Human-Computer Interaction Certification: Certified UX Professional or equivalent</p>	<p>4 (two each for EMMES and EPMES)</p>
<p>Quality Assurance Engineer</p>	<p>Role: Responsible for ensuring that software products and systems meet established quality standards and are free of defects Experience: At least three (3) years of experience in software quality assurance or software testing and use of automated testing tools and frameworks Education: CS/IT Degree or a related field Certification: Certified Software Quality Engineer or equivalent</p>	<p>4 (two each for EMMES and EPMES)</p>
<p>Data Privacy Specialist</p>	<p>Role: Responsible for ensuring that an organization complies with data protection laws and regulations Experience: At least two (2) years in data privacy and data protection Education: CS/IT/Law Degree or a related field Certification: Certified Data Privacy Professional or equivalent</p>	<p>4 (two each for EMMES and EPMES)</p>

Solutions Architect/ Developer	<p>Role: Responsible for designing and building technical solutions that align with business needs, integrating different technologies to create effective and scalable systems</p> <p>Experience: At least three (3) years in solutions architecture</p> <p>Education: CS/IT Degree or a related field</p> <p>Certification: Certified Solutions Architect or equivalent</p>	4 (two each for EMMES and EPMES)
Cybersecurity Specialist/ Information Security Officer	<p>Role: Point of contact of DOE and DICT for cybersecurity activities and incidents. In charge of protecting the system against vulnerabilities, updating of OS, patches and firmware of the systems running application. Monitors and confirms compliance of VAPT requirements and actions to recommendations.</p> <p>Experience: At least two (2) years in threat prevention and handling.</p> <p>Education: CS/IT Degree or a related field</p> <p>Certification: Certified Information Systems Security Professional or equivalent</p>	1

The SP may propose additional staffing to complement the skills of their proposed staff at no additional cost to the DOE.

- b. There shall be no replacement of manpower assigned in the project until after fifty percent (50%) of the personnel man-months have been served, except for justifiable reasons.
5. The SP shall comply with the requirements specified in Section 54.5 (Performance and Warranty Security in accordance with Sections 39 and 62) & Section 6 (PhilGEPS Registration and Number) of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

## X. PROJECT DURATION AND TIMELINE

The estimated project duration to complete the design, development, testing, and deployment of the Information Systems shall be six (6) months and shall commence upon receipt of the Notice to Proceed (NTP). The Service provider shall provide modules and conduct training before the completion of the project. Project completion shall be acknowledged by the Department through ECCD. The timeline for the completion of the EMMES and EPMES is as follows:

Activities	Delivery Period	Work Percentage
Project Kick-off and Inception Meeting	10 CD upon receipt of the Notice to Proceed (NTP)	10%
Formulation of system and database design	45 CD upon receipt of NTP	20%
System and database development, integration, testing, and deployment	160 CD upon receipt of NTP	40%
Provision of ICT Hardware and ICT Subscription requirements	160 CD upon receipt of NTP	10%
Conduct of training and capacity-building activities	170 CD upon receipt of NTP	10%
Project Closure and Documentation	180 CD upon receipt of NTP	10%

## XI. APPROVED BUDGET FOR THE CONTRACT

The total budget for procuring services for the development of EMMES and EPMES systems is **Php 15,000,000**, inclusive of all taxes. This amount covers all expenses for the development, installation, training, and technical support of both systems.

## XII. RISKS AND MITIGATION STRATEGIES

The successful implementation of the project may face several risks, including data inaccuracies, resource constraints, stakeholder resistance, and changes in political or regulatory environments. Mitigation strategies will be devised proactively to address these risks, encompassing stakeholder engagement, quality assurance mechanisms, contingency planning, and adaptability.

### a. Data Inaccuracies

There is a risk of inaccurate or incomplete data collection, leading to unreliable outcomes.

**Mitigation Strategy:** Rigorous data validation will be implemented, involving cross-checking data from multiple sources and conducting regular quality assurance checks. Project staff and stakeholders will receive training on data collection methodologies and tools to ensure accuracy and consistency. Advanced data analysis techniques will be utilized to identify and correct errors.

**b. Resource Constraints**

Limited financial, human, or technical resources may hinder the implementation of the systems.

**Mitigation Strategy:** A comprehensive assessment of resource needs will be conducted. Partnerships with relevant stakeholders will be sought to leverage additional resources and expertise. Essential activities will be prioritized, and processes will be streamlined for maximum efficiency. Cost-effective monitoring technologies and open-source and/or proprietary software solutions shall be explored.

**c. Stakeholder Resistance**

Resistance from stakeholders, including project staff, community members, or government agencies, may impede the adoption of the systems.

**Mitigation Strategy:** Stakeholders will be engaged early in the DOE environmental performance monitoring activities and project planning process to foster buy-in and ownership. The benefits of the systems in improving environmental performance monitoring and M&E process will be clearly communicated. Concerns will be addressed through regular consultations and participatory decision-making processes. Training and capacity building will be provided to enhance stakeholders' confidence and competence in using the system.

**d. Changes in Political or Regulatory Environments**

Changes in government policies, regulations, or leadership may affect the project's operational environment and priorities.

**Mitigation Strategy:** Ongoing monitoring and stakeholder engagement will be utilized to stay informed about relevant political and regulatory developments. Flexibility in project design and implementation will be maintained to adapt to changing circumstances. Strong relationships will be built with government officials and policymakers to advocate for the importance of the monitoring and evaluation system in achieving shared goals. Contingency plans will be developed to mitigate potential disruptions and minimize negative impacts on project activities.

#### **e. Technology Failures or Data Security Breaches**

Malfunctions in technology systems or security breaches may compromise the integrity and confidentiality of project data.

**Mitigation Strategy:** Robust data security measures, including encryption, access controls, and regular system updates, will be implemented to safeguard against cyber threats. Data will be regularly backed up and stored in secure offsite locations to minimize the risk of data loss. Periodic cybersecurity audits will be conducted to identify vulnerabilities and address them promptly. Project staff will receive training on best practices for data security and privacy protection.

#### **f. External Factors Impacting Project Area**

External factors such as natural disasters, economic downturns, or social unrest may disrupt project activities and affect the reliability of EMMES and EPMES data.

**Mitigation Strategy:** Contingency plans and emergency response protocols will be developed to address potential disruptions caused by external factors. Resilience in project design will be built by diversifying data collection methods and establishing redundant communication channels. Collaboration with local authorities and community leaders will be fostered to coordinate disaster preparedness and response efforts. External developments will be monitored closely, and timelines and activities will be adjusted as necessary to minimize adverse impacts.

### **XIII. CONFIDENTIALITY**

All information provided in response to this TOR will be treated as confidential and will only be used for the purpose of evaluating proposals.

### **XIV. OWNERSHIP**

The system developed shall be owned by the DOE with all copyright and other intellectual property rights associated with the deliverables under the project.

### **XV. TERMS**

- a. Prices quoted shall be firm, irrevocable, and not subject to any change whatsoever, even due to the increased cost of components and fluctuations in foreign change rates and excise duties. This is a fixed-price contract any additional cost is not allowed; and
- b. The SP must provide a Bill of Materials for all software licenses (perpetual), services, etc., as part of the Financial Bid. The template shall be as follows:



**Bill of Materials (BOM) – Sample template only**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price (PhP)</b>	<b>Total (PhP)</b>
1	Perpetual License – Specify (if any)	1	License	1.00	1.00
2	Subscription License – Online Backup Solution	1	License	1.00	1.00
3	ICT Hardware – Physical Server	1	Unit	1.00	1.00
4	Service – System Design	1	Service	1.00	1.00
5	Service – System Development	1	Service	1.00	1.00
6	...	...	...	...	...
<b>Total Cost</b>					<b>5.00</b>

**Legend:**

**Item No.:** Sequential numbering of items.

**Description:** Name or description of the item (e.g., software license (perpetual), annual software subscription, ICT hardware, service).

**Quantity:** Number of units/licenses/subscriptions.

**Unit:** Type of unit (e.g., License, Unit, Service).

**Unit Price:** Price per unit in PhP.

**Total Price:** Total cost for the quantity specified in PhP.

**Total Cost:** Overall total cost of all items listed in PhP.

***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, completed 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. **Guarantee for after sale services for Services**; 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 (2) years, where applicable.**

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

Submitted By:

---

(Signature over Printed Name)

Note:

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

## ANNEX B

### STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

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

Single Largest Completed Contract (SLCC) for the period: last two (2) years, where applicable.

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

Submitted By:

\_\_\_\_\_  
(Signature over Printed Name)

Note:

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



**Annex C**

**Bid Securing Declaration Form**

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

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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 and Services  
[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

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(if none, state "None") ]

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

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

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

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

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

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

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

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

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

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

## Annex F

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

#### **For Goods Offered from Abroad**

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

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

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

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

Signature \_\_\_\_\_

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

**Annex F**

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

**For Goods Offered from Within the Philippines**

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

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

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

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

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

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

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

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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]*

**Helen C. Roldan**  
*OIC – Chief, Accounting Division*  
*Witness*

**Acknowledgment**

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