



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

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

Global City, Taguig City, Philippines 1632

Telephone No.: (02) 3479-2900 local 428

Facsimile: (02) 8541-4105

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BIDDING DOCUMENTS

**6TH PB CY2025 – PROCUREMENT OF SERVICES FOR THE
DOE INTERNET ACCESS FOR CY2025**

(Purchase Request No. 02-0101-2025-01-0010)

**Sixth Edition
July 2020**



**INVITATION TO BID FOR Procurement of Services for the DOE
Internet Access for CY2025**

1. The **Department of Energy (DOE)**, through the **General Appropriations Act 2025** intends to apply the sum of **Php10,500,000.00**, being the ABC to payments under the contract for **Procurement of Services for the DOE Internet Access for CY2025**. Bids received in excess of the ABC per lot shall be automatically rejected at bid opening

Lot No.	Particulars	Approved Budget Contract
1	DOE CY2025 Primary Internet Access	PHP4,000,000.00
2	DOE CY2025 Secondary Internet Access	PHP4,000,000.00
3	DOE CY2025 Fixed Wireless Internet Access	PHP2,500,000.00
Total ABC:		PHP10,500,000.00

2. The **Department of Energy (DOE)** now invites bids for the above Procurement Project. Delivery of the Goods and Services is required **Sixty (60) Calendar Days** upon receipt of Notice to Proceed for **Primary Internet Access and Secondary Internet Access**, and **Thirty (30) Calendar Days** upon receipt of Notice to Proceed for **Fixed Wireless Internet Access**. Bidders should have completed, **within two (2) years from the date of submission and receipt of bids** 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.

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

4. Prospective Bidders may obtain further information from **Department of Energy – Procurement Management Division** and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays from 8:00am to 4:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **13 March 2025** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184

Lot No.	Particulars	Bid Docs Fee
1	DOE CY2025 Primary Internet Access	PHP4,000.00
2	DOE CY2025 Secondary Internet Access	PHP4,000.00
3	DOE CY2025 Fixed Wireless Internet Access	PHP2,500.00
If All Lots:		PHP10,500.00

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

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

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

1. Call the Procurement Management Division at 84792900 local 428 or send email to jlabad@doe.gov.ph, pmd@doe.gov.ph a day before their payment, with the following information:
 - a. Company **Name & Address**
 - b. Title of Item to Bid
 - c. Contact Person
 - d. Contact Number
 - e. At least two (2) official email addresses
2. The supplier should respond “Yes” to the email that will be sent by DOE regarding the payment.
3. The Supplier will receive from DOE Accounting an approved Order of Payment.
4. The Supplier should present the approved Order of Payment to the DOE Treasury during payment and provide copy to Procurement Management Division or upon submission of Bid.
5. In the case of Bank Payment Deposit the Supplier shall ensure that the amount paid is as reflected in the Order of Payment and sent a copy of the Bank Deposit Slip together with the approved Order of Payment to the email address above or upon submission of Bid

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

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

Copy of the **payment** receipt must be emailed to:

Jaymee Joy A. Deogracias:

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

6. The **Department of Energy (DOE)** will hold a Pre-Bid Conference¹ on **20 March 2025 which will start at 8:00AM** at **DOE – Audio Visual Room**, which shall be open to prospective bidders.

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

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **08:00 AM of 03 April 2025** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or before **08:00 AM of 03 April 2025**. Online submission is not yet available. Late bids shall not be accepted.

Annex Lobby

Procurement Management Division

Department of Energy

DOE Main Building, Energy Center,

Rizal Drive, Bonifacio Global City

Taguig City, Philippines 1632

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **03 April 2025 at 09:00AM, DOE – Audio Visual Room, DOE-Main Building**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. To minimize errors in the preparation of bids, bidders are strongly encouraged to send the person or representative actually preparing their bids to attend/participate in the Pre-bid Conference. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

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

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

12. For further information, please refer to:

Jaymee Joy A. Deogracias

Procurement Management Division

DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: bacsecretariat@doe.gov.ph

Telephone/Facsimile: (02) 3479-2900 local 428; (02) 8541-4105

Website: www.doe.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://doe.gov.ph/procurement/opportunities>

(SGD)

Undersecretary GIOVANNI CARLO J. BACORDO

Chairperson

Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Department of Energy (DOE)** wishes to receive Bids for the **Procurement of Services for the DOE Internet Access for CY2025** under **Purchase Request No. 02-0101- 2025-01-0010**

The Procurement Project (referred to herein as “Project”) is composed of **Three (3) Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **General Appropriations Act (GAA) 2025** in the amount of **Php10,500,000.00**.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **20 March 2025** which **will start at 08:00 AM** at the **DOE – Audio Visual Room DOE BAC Main Office** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two (2) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, 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 the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 **01 August 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Provision of internet access service. b. completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP – Department of Energy or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than 2% of the Total ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5% of the Total ABC, if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
19.3	<i>Not applicable</i>
20.2	<i>No further instructions</i>
21.2	<i>No further instructions</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Claus e 1	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are DDP delivered Department of Energy. In accordance with INCOTERMS.”</p> <p>The delivery terms applicable to this Contract are delivered Department of Energy. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ms. Minerva V. Roxas – Chief, ITMS-ITD</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> (a) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (b) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (c) training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>

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

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

Section VI. Schedule of Requirements

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

Lot No.	Item	Delivery
	Procurement of Services for the DOE Internet Access for CY2025	
1	Primary Internet Access	Sixty (60) Calendar Days upon receipt of Notice to Proceed
2	Secondary Internet Access	
3	Fixed Wireless Internet Access	Thirty (30) Calendar Days upon receipt of Notice to Proceed

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

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

Technical Specifications

TERMS OF REFERENCE/SPECIFICATIONS

Bidder's
Statement of
Compliance

Lot No.	Particulars	Approved Budget Contract
1	DOE CY2025 Primary Internet Access	PHP4,000,000.00
2	DOE CY2025 Secondary Internet Access	PHP4,000,000.00
3	DOE CY2025 Fixed Wireless Internet Access	PHP2,500,000.00
Total ABC:		PHP10,500,000.00

Lot No. 1 - DOE CY2025 PRIMARY INTERNET ACCESS SERVICES

ABC: Php 4,000,000.00

I. BACKGROUND

In today's digital age, internet access is a fundamental requirement for businesses of all sizes. The role of the internet in enhancing operational efficiency, customer engagement, and overall competitiveness of one entity cannot be overstated. Several key reasons why internet access is vital for the Department of Energy (DOE) are to enhance communication with stakeholders, foster online presence through website and social media platforms, access to information and resources, and global collaboration.

With this, the DOE is looking for an internet Service Provider (SP) to cater, not only its bandwidth requirement, but to be able establish its presence and services to the public and stakeholders on the internet.

II. APPROVED BUDGET FOR THE CONTRACT (ABC)

Approved Budget for the Contract to cover the period 01 January to 31 December 2025 shall be Four Million Pesos (Php 4,000,000.00) only, inclusive of VAT and other charges.

III. SCOPE OF WORKS

A. PRIMARY INTERNET ACCESS SERVICES

1. DOE Main Office

- I. Install, configure, and provide a fiber optic leased line for internet access with a guaranteed bandwidth of 1 Gbps or better in NPTL server room.
- II. Provide, deliver, and install another leased line connection to the proposed server room at the Library, Databank Bldg. In case the SP has already an existing cabling connectivity in the proposed server room, the SP may disregard this item.
- III. In the event of transfer to the new server room, the SP shall terminate the existing connection and configure the new leased line connection.

2. DOE Field Offices

- I. Install, configure, and provide fiber optic leased lines for internet access with a guaranteed bandwidth of 100 Mbps or better.
- II. Provide, deliver, install, and configure the aforementioned leased line at the following locations:
 - Luzon Field Office
Brgy. Carmay East, Rosales, Pangasinan
 - Visayas Field Office
3rd Floor, Escario Building, 731 Escario Street, Capitol Site, Cebu City
 - Mindanao Field Office
3rd Floor, Tolentino 2020 Building, A. Candelaria Street, Ecoland Drive, Matina, Davao City

B. PROVISION OF DDoS PROTECTION

Provide the DOE Main Office and its Field Offices' networks with Distributed Denial of Service (DDoS) protection.

- The DDoS protection shall cover the Internet Protocol (IP) addresses provided by the SP to the DOE.
- The DDoS protection shall have no capping and unlimited mitigation of attacks.
- Monitor the DOE's incoming traffic 24/7; Provide the DOE access to the SP's monitoring dashboard; and submit monthly performance reports to the DOE every 5th day of the succeeding month.
- In case of an attack, submit to the DOE a report within two calendar days from the incident.
- The DDoS protection platform and scrubbing center should be in the SP's core network.

C. PROVISION OF PUBLIC IP ADDRESSES

Provide at least sixty-two (62) usable public internet protocol (IP) addresses (grouped within the same subnet) for the DOE Main Office and fourteen (14) usable public internet protocol (IP) addresses each for its Field Offices (also grouped within the same subnet) for DOE's public servers and other internet devices/hardware usage (for a total of at least 104 usable public IP addresses).

D. HOST DOE DOMAIN NAME SYSTEM (DNS) RECORDS

The SP shall host and manage the DOE's Domain Name System (DNS) records within their DNS name server/s.

IV. OTHER RELATED SERVICES

A. DOE Main Office and Field Offices

1. Handle site preparation:

- I. The SP shall establish a functional site for its data communication devices at the DOE Main Office and Field Offices, respectively.

II. The SP shall provide, install, and configure data communication devices (routers/modem and other network devices) capable of connecting and enabling the 1 Gbps and 100 Mbps data link for the DOE Main Office and Field Offices, respectively. Further, in case the communication devices fail, the SP shall provide, install, and configure the replacement/backup within forty-eight (48) hours from the acknowledgement by the SP of the DOE's incident report.

III. Immediately after the installation, subject the fiber optic leased line to speed test and forward/submit the results to the ITMS – Information Technology Division (ITD) for approval. In the case of the Field Offices' connection, the ITMS-ITD and the Field Offices shall co-approve the test results.

2. Commit to a Service Level of at least 99.5% circuit availability or service uptime in a given month.

V. SUPPORT SERVICES

A. Designate at least one focal person to act as the SP's support representative that handles the DOE's concerns as regards the provision of the internet access service.

B. Provide detailed incident reports within 24 hours after the occurrence of any incident (e.g., downtime, slow/intermittent connection) affecting the DOE Main Office and Field Offices.

C. Provide a tool which does not log off to monitor bandwidth utilization for the DOE Main Office and Field Offices.

D. Hold an inception/kick-off meeting within 7 days after receipt of Notice to Proceed (NTP) and provide/submit the following documents thereat:

1. Implementation plan of the project in GANTT Chart form.
2. Systems Documentation (installation and configuration), to include the network schematic diagram describing in detail the connection from the SP to the DOE.
3. Detailed cost breakdown of various components of this TOR. (Refer to Annex B).

VI. SERVICE LEVEL AGREEMENT COVERING THE SCOPE OF WORKS AND OTHER RELATED SERVICES (Refer to Annex A)

VII. CONTRACT DURATION

A. The Contract Period (CP) for the Internet Access Services shall cover one year (from 01 January to 31 December 2025), unless otherwise terminated by the DOE.

B. In case the Contract commences at a date later than 01 January 2024, the CP shall be calculated to be the remaining number of months covering the new start date up to 31 December 2025.

C. The CP may be extended subject to the same terms and conditions stipulated in the approved Contract; provided, however, that the SP has rendered satisfactory performance; provided, further, that said extension is based on the provisions under Appendix 17 (Revised Guidelines on the Extension of Contracts for General Support Services) of the IRR of Republic Act (RA) No. 9184.

D. Also, Contract may be renewed subject to the provisions under Appendix 13 (Guidelines on Procurement of Water, Electricity, Telecommunications, and Internet SPs) of RA No. 9184.

VIII. PAYMENT TERMS

The SP shall be paid only for services rendered. The Total Contract Price shall be divided by 12 months to calculate the Monthly Recurring Cost (MRC) and shall be the basis for the monthly payments to be received by the SP.

IX. PENALTY / REBATE CLAUSE

A. In case of delay in the delivery of the expected services, the amount of the liquidated damages shall be at least equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the DOE shall rescind the Contract, without prejudice to other courses of action and remedies open to it.

B. The SP shall exert reasonable efforts to ensure that the provided circuit is operating and available to the DOE. In the event the circuit is not available as agreed, or in the event the DOE experiences any downtime of any of the other services, the DOE shall be eligible to receive a rebate in accordance with the service credits computation in the SLA.

X. OTHER TERMS

To ensure the reliability and availability of the DOE's internet service, an SP may only be awarded one internet access service.

XI. DELIVERY SCHEDULE

The installation and activation of the fiber optic leased line internet connection shall be completed, and the provision of all other services shall commence within **60 days upon receipt of NTP.**

ANNEX A
SERVICE LEVEL AGREEMENT (SLA)
PRIMARY INTERNET ACCESS

Introduction

This Service Level Agreement (SLA) outlines the terms, conditions, and expectations for the internet and support services provided by the Service Provider (SP) to the Department of Energy (DOE).

Purpose

The DOE depends on the internet to perform its functions.

This SLA sets out what levels of availability and support the DOE is guaranteed to receive for the internet service provision. It also explains what service credits the DOE will be entitled to should the SP fail to meet these levels.

This SLA is an integral part of the procurement contract between the DOE and the SP. It aims to enable the two parties to work together effectively.

Effective Date

This SLA shall take effect at the beginning of the Contract and shall remain valid until the Contract ends on 31 December 2025, unless otherwise the Contract is extended.

1. Definitions

- 1.1 Service - Refers to the internet access services provided by the SP, including but not limited to connectivity to the internet, bandwidth, and related services as described in this SLA.
- 1.2 Service Availability - Refers to the percentage of time the Service is fully operational, excluding scheduled maintenance, force majeure events, and other exceptions described herein.
- 1.3 Downtime - Refers to periods when the Service is unavailable for use due to failures or interruptions.
- 1.4 Maintenance Window - Refers to a scheduled time during which the SP may conduct maintenance on the Service, during which access may be temporarily unavailable.
- 1.5 Response Time - Refers to the time taken by the SP to respond to a DOE support request regarding an issue with the Service. Auto-generated email replies are not accepted as response acknowledgment.
- 1.6 Resolution Time - Refers to the time taken by the SP to resolve an issue after it has been reported.
- 1.7 MRC - Refers to the Monthly Recurring Cost.

2. Service Performance Commitments (SPC)

2.1 Internet Service

2.1.1 Service Availability:

The SP commits to provide a minimum of 99.5% circuit availability monthly.

2.1.2 Uptime Calculation:

Uptime is calculated as follows:

$$\text{Uptime}(\%) = \left(\frac{720 - \text{Downtime}}{720} \right) \times 100$$

2.1.3 Network Latency:

The SP commits to maintain an actual network latency of less than 100ms based on ping test result, which will be monitored daily by the DOE.

2.1.4 Packet Loss:

The SP guarantees that packet loss will not exceed 2% based on ping test result, which will be monitored daily by the DOE.

2.1.5 Ping tests shall be performed from the DOE's WAN switch to the SP's gateway IP address.

2.2 Distributed Denial of Service (DDoS)

The SP's DDoS protection should be provided 24/7, including holidays.

2.3 Domain Name System (DNS) Provision Service

The SP-provided public DNS should be available 24/7, including holidays.

3. Response and Resolution Times

3.1. Incident Priority Levels:

DOE-reported incidents for all services are classified into different priority levels. Response times will vary depending on the severity of the issue:

Priority Level	Description	Response Time	Resolution Time
Critical	Service is completely down or severely degraded (e.g., no internet access).	Within 30 minutes	Within 130 minutes
High	Significant performance issues or service degradation affecting multiple users (e.g., intermittent access, slow speeds).	Within 60 minutes	
Medium	Minor issues with limited impact on service (e.g., certain websites slow to load, minor packet loss).	Within 90 minutes	
Low	General inquiries or non-urgent issues (e.g., account changes, billing queries).	Within 2 hours	Within 72 hours

3.2. Incident Response:

3.2.1. The SP shall acknowledge receipt of the DOE's support request within the response time defined for each priority level as defined in Clause 3.1 above.

3.2.2. If the SP fails to meet the response time during the Contract period, the following constitutes the service credits the DOE will be entitled to for every infraction committed by the SP:

Frequency of Offense	Credit
1st infraction	1/6 day
2nd infraction	2/6 day
3rd infraction onwards	One day

3.2.3. Escalation Process:

The matrix below shows the timeline for the SP to escalate the DOE-reported incident within their organization. The SP shall provide contact details for each level in the matrix.

- Level 1: Ticket Creation
- Level 2: 2 hours after ticket creation
- Level 3: 4 hours after ticket creation
- Level 4: 8 hours after ticket creation

3.3 Incident Resolution:

If the SP fails to meet the resolution time indicated in item 3.1, the DOE shall receive service credits as provided under item 4.2 below.

4. Maintenance and Downtime

4.1. Scheduled Maintenance:

The SP shall notify the DOE of any scheduled maintenance at least five working days in advance.

4.2. Service Credits for Non-Compliance of SPC:

If the SP does not meet the SPC, the DOE will be eligible for service credits. The service credits are calculated as follows:

Internet Service

Resolution Time	Credit
Less than 130 minutes	None
130 - 239 minutes	1/6 day
240 - 479 minutes	2/6 day
480 - 719 minutes	3/6 day
720 - 959 minutes	4/6 day
960 - 1199 minutes	5/6 day
1200 - 1440 minutes	One day

DDoS Protection Service

If the DDoS protection does not meet the minimum service availability guarantee, the DOE will be eligible for service credits. The service credit for DDoS unavailability is computed as follow:

$$C = DMRC - \left(\frac{720 - \text{Downtime}}{720} \right) \times DMRC$$

Where: C = Credits

DMRC = DDoS MRC

Downtime = Number of hours DDoS protection is unavailable

720 = Total number of hours per month (30 days)

DNS Provision Service

If the public DNS provided by the SP is inaccessible, the DOE will be eligible for service credits. The service credit for DNS unavailability is computed as follow:

$$C = DMRC - \left(\frac{720 - \text{Downtime}}{720} \right) \times DMRC$$

Where: C = Credits

DMRC = DNS MRC

Downtime = Number of hours DNS service is unavailable

720 = Total number of hours per month (30 days)

5. DOE Responsibilities

Incident Reporting:

The DOE will promptly report any service interruptions, performance issues, or other related concerns to the SP using the designated support channels (e.g., phone, email, support portal).

6. Exclusions

The following events do not constitute downtime or violations of the SLA:

- Scheduled maintenance (with prior notice).
- Force majeure events (e.g., natural disasters, government regulations, civil disturbance, military insurrection, and/or government takeover of the SP's operations and facilities).

Annex B

**DOE CY2025 Primary Internet Access Service
Cost Breakdown**

TOR Components	Monthly Service Charges (MSC)	Total Cost
A. Internet Access Services		
1 Gbps Connection for Main Office		
100 Mbps Connection for LFO		
100 Mbps Connection for VFO		
100 Mbps Connection for MFO		
B. Others		
DDoS Protection for:		
DOE Main Office		
LFO		
VFO		
MFO		
Grand Total		

Note: **Monthly Recurring Charges** is computed as follows:

$$\frac{\text{Sum of all MSC Cost} \times \text{CP} + \text{Total Amount of Fixed Cost (Others)}}{\text{CP}}$$

- where:
- Sum of all MSC Cost refers to the total of all Monthly Service Charges for the internet access services;
 - Total Amount of Fixed Cost – Sum of all costs for other items with fixed cost; and
 - CP – number of months of the Contract Period

Lot No. 2 - DOE CY2025 SECONDARY INTERNET ACCESS SERVICES

ABC: Php 4,000,000.00

I. BACKGROUND

In today's digital age, reliable internet connectivity is crucial for the smooth operation of any business. However, unexpected outages can disrupt productivity, that's why backup connectivity is essential. For one reason, backup internet ensures that businesses can continue functioning during primary connection failures. It also helps maintain service levels and protects one's reputation. Lastly, backup connectivity ensures that critical operations can continue in the event of a primary network failure, maintaining workflow and customer service.

Backup internet connectivity, in general, is not just a safety net but a strategic investment that ensures operational continuity, enhances security, and supports overall business resilience. Investing in a reliable backup solution can protect against unforeseen disruptions and contribute to long-term success. For these reasons, the Department of Energy (DOE) is looking for an internet Service Provider (SP) who could provide secondary connectivity for the agency.

II. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract to cover the period 01 January to 31 December 2025 shall be Four Million Pesos (Php 4,000,000.00) only, inclusive of VAT and other charges.

III. SCOPE OF WORKS

A. SECONDARY INTERNET ACCESS SERVICES

1. DOE Main Office

- i. Install, configure, and provide a fiber optic leased line for internet access with a guaranteed bandwidth of 1 Gbps or better in NPTL server room.
- ii. Provide, deliver, and install another leased line connection to the proposed server room at the Library, Databank Bldg. In case the SP has already an existing cabling connectivity in the proposed server room, the SP may disregard this item.
- iii. In the event of the transfer of the new server room, the provider shall terminate the existing connection and configure the new leased line connection.

2. DOE Field Offices

- i. Install, configure, and provide fiber optic leased lines for internet access with a guaranteed bandwidth of 100 Mbps or better.
- ii. Provide, deliver, install, and configure the aforementioned leased line at the following locations:
 - Luzon Field Office
Brgy. Carmay East, Rosales, Pangasinan
 - Visayas Field Office
3rd Floor, Escario Building, 731 Escario Street, Capitol Site, Cebu City
 - Mindanao Field Office
3rd Floor, Tolentino 2020 Building, A. Candelaria Street, Ecoland Drive, Matina, Davao City

B. PROVISION OF DDOS PROTECTION

Provide the DOE Main Office and its Field Offices' networks with Distributed Denial of Service (DDoS) protection.

- The DDoS protection shall protect the DOE's network through the Internet Protocol (IP) addresses provided by the SP.
- The DDoS protection shall have no capping and unlimited mitigation of attacks.
- Monitor the DOE's incoming traffic 24/7; Provide the DOE access to the SP's monitoring dashboard; and submit monthly performance reports to the DOE every 5th day of the succeeding month.
- In case of an attack, submit to the DOE a report within two calendar days from the incident.
- The DDoS protection platform and scrubbing center should be in the SP's core network.

C. PROVISION OF PUBLIC IP ADDRESSES

Provide at least sixty-two (62) usable public internet protocol (IP) addresses (grouped within the same subnet) for the DOE Main Office and fourteen (14) usable public internet protocol (IP) addresses each for its Field Offices (also grouped within the same subnet) for DOE's public servers and other internet devices/hardware usage (for a total of at least 104 usable public IP addresses).

IV. OTHER RELATED SERVICES

A. DOE Main Office and Field Offices

1. Handle site preparation

- i. The SP shall establish a functional site for its data communication devices at the DOE Main Office and Field Offices, respectively.

II. The SP shall provide, install, and configure data communication devices (routers/modem and other network devices) capable of connecting and enabling the 1 Gbps and 100 Mbps data link for the DOE Main Office and Field Offices, respectively. Further, in case communication devices fail, the SP shall provide, install, and configure replacement/backup within forty-eight (48) hours from the acknowledgement by the SP of the DOE's incident report.

ii. Immediately after the installation, subject the fiber optic leased line to speed test and forward/submit the results to the ITMS – Information Technology Division (ITD) for approval. In the case of the Field Offices' connection, the ITMS-ITD and the Field Offices shall co-approve the test results.

2. Commit to a Service Level of at least 99.5% circuit availability or service uptime in a given month.

V. SUPPORT SERVICES

A. Designate at least one focal person to act as the SP's support representative that handles the DOE's concerns as regards the provision of the internet access service.

B. Provide detailed incident reports within 24 hours after the occurrence of any incident (e.g., downtime, slow/intermittent connection) affecting the DOE Main Office and Field Offices.

C. Provide a tool which does not log off to monitor bandwidth utilization for the DOE Main Office and Field Offices.

D. Hold an inception/kick-off meeting within 7 days after receipt of Notice to Proceed (NTP) and provide/submit the following documents thereat:

1. Implementation plan of the project in GANTT Chart form.
2. Systems Documentation (installation and configuration), to include the network schematic diagram describing in detail the connection from the SP to the DOE.
3. Detailed cost breakdown of various components of this TOR. (Refer to Annex B).

VI. SERVICE LEVEL AGREEMENT COVERING THE SCOPE OF WORKS AND OTHER RELATED SERVICES (Refer to Annex A)

VII. CONTRACT DURATION

A. The Contract Period (CP) for the Internet Access Services shall cover one year (from 01 January to 31 December 2025), unless otherwise terminated by the DOE.

B. In case the Contract commences at a date later than 01 January 2024, the CP shall be calculated to be the remaining number of months covering the new start date up to 31 December 2025.

C. The CP may be extended subject to the same terms and conditions stipulated in the approved Contract; provided, however, that the SP has rendered satisfactory performance; provided, further, that said extension is based on the provisions under Appendix 17 (Revised Guidelines on the Extension of Contracts for General Support Services) of the IRR of Republic Act (RA) No. 9184.

D. Also, Contract may be renewed subject to the provisions under Appendix 13 (Guidelines on Procurement of Water, Electricity, Telecommunications, and Internet SPs) of RA No. 9184.

VIII. PAYMENT TERMS

The SP shall be paid only for services rendered. The Total Contract Price shall be divided by 12 months to calculate the Monthly Recurring Cost (MRC) and shall be the basis for the monthly payments to be received by the SP.

IX. PENALTY / REBATE CLAUSE

A. In case of delay in the delivery of the expected services, the amount of the liquidated damages shall be at least equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the DOE shall rescind the contract, without prejudice to other courses of action and remedies open to it.

B. The SP shall exert reasonable efforts to ensure that the provided circuit is operating and available to the DOE. In the event the circuit is not available as agreed, or in the event the DOE experiences any downtime of any of the other services, the DOE shall be eligible to receive a rebate in accordance with the service credits computation in the SLA.

X. OTHER TERMS

To ensure the reliability and availability of the DOE's internet service, a SP may only be awarded one internet access service.

XI. DELIVERY SCHEDULE

The installation and activation of the fiber optic leased line internet connection shall be completed, and the provision of all other services shall commence within **60 days upon receipt of NTP**.

ANNEX A
SERVICE LEVEL AGREEMENT (SLA)
SECONDARY INTERNET ACCESS

Introduction

This Service Level Agreement (SLA) outlines the terms, conditions, and expectations for the internet and support services provided by the Service Provider (SP) to the Department of Energy (DOE).

Purpose

The DOE depends on the internet to perform its functions.

This SLA sets out what levels of availability and support the DOE is guaranteed to receive for the internet service provision. It also explains what service credits the DOE will be entitled to should the SP fail to meet these levels.

This SLA is an integral part of the procurement contract between the DOE and the SP. It aims to enable the two parties to work together effectively.

Effective Date

This SLA shall take effect at the beginning of the Contract and shall remain valid until the Contract ends on 31 December 2025, unless otherwise the Contract is extended.

1. Definitions

- 1.1 Service - Refers to the internet access services provided by the SP, including but not limited to connectivity to the internet, bandwidth, and related services as described in this SLA.
- 1.2 Service Availability - Refers to the percentage of time the Service is fully operational, excluding scheduled maintenance, force majeure events, and other exceptions described herein.
- 1.3 Downtime - Refers to periods when the Service is unavailable for use due to failures or interruptions.
- 1.4 Maintenance Window - Refers to a scheduled time during which the SP may conduct maintenance on the Service, during which access may be temporarily unavailable.
- 1.5 Response Time - Refers to the time taken by the SP to respond to a DOE support request regarding an issue with the Service. Auto-generated email replies are not accepted as response acknowledgment.
- 1.6 Resolution Time - Refers to the time taken by the SP to resolve an issue after it has been reported.
- 1.7 MRC - Refers to the Monthly Recurring Cost.

2. Service Performance Commitments (SPC)

2.1 Internet Service

2.1.1 Service Availability:

The SP commits to provide a minimum of 99.5% circuit availability monthly.

2.1.2 Uptime Calculation:

Uptime is calculated as follows:

$$\text{Uptime}(\%) = \left(\frac{720 - \text{Downtime}}{720} \right) \times 100$$

2.1.3 Network Latency:

The SP commits to maintain an actual network latency of less than 100ms based on ping test result, which will be monitored daily by the DOE.

2.1.4 Packet Loss:

The SP guarantees that packet loss will not exceed 2% based on ping test result, which will be monitored daily by the DOE.

2.1.5 Ping tests shall be performed from the DOE's WAN switch to the SP's gateway IP address.

2.2 Distributed Denial of Service (DDoS)

The SP's DDoS protection should be provided 24/7, including holidays.

3. Response and Resolution Times

3.3. Incident Priority Levels:

DOE-reported incidents for all services are classified into different priority levels. Response times will vary depending on the severity of the issue:

Priority Level	Description	Response Time	Resolution Time
Critical	Service is completely down or severely degraded (e.g., no internet access).	Within 30 minutes	Within 130 minutes
High	Significant performance issues or service degradation affecting multiple users (e.g., intermittent access, slow speeds).	Within 60 minutes	
Medium	Minor issues with limited impact on service (e.g., certain websites slow to load, minor packet loss).	Within 90 minutes	
Low	General inquiries or non-urgent issues (e.g., account changes, billing queries).	Within 2 hours	Within 72 hours

3.4. Incident Response:

3.4.1. The SP shall acknowledge receipt of the DOE's support request within the response time defined for each priority level as defined in Clause 3.1 above.

3.4.2. If the SP fails to meet the response time during the Contract period, the following constitutes the service credits the DOE will be entitled to for every infraction committed by the SP:

Frequency of Offense	Credit
1st infraction	1/6 day
2nd infraction	2/6 day
3rd infraction onwards	One day

3.4.3. Escalation Process:

The matrix below shows the timeline for the SP to escalate the DOE-reported incident within their organization. The SP shall provide contact details for each level in the matrix.

- Level 1: Ticket Creation
- Level 2: 2 hours after ticket creation
- Level 3: 4 hours after ticket creation
- Level 4: 8 hours after ticket creation

3.3 Incident Resolution:

If the SP fails to meet the resolution time indicated in item 3.1, the DOE shall receive service credits as provided under item 4.2 below.

4. Maintenance and Downtime

6.1. Scheduled Maintenance:

The SP shall notify the DOE of any scheduled maintenance at least five working days in advance.

6.2. Service Credits for Non-Compliance of SPC:

If the SP does not meet the SPC, the DOE will be eligible for service credits. The service credits are calculated as follows:

Internet Service

Resolution Time	Credit
Less than 130 minutes	None
130 - 239 minutes	1/6 day
240 - 479 minutes	2/6 day
480 - 719 minutes	3/6 day
720 - 959 minutes	4/6 day
960 - 1199 minutes	5/6 day
1200 - 1440 minutes	One day

DDoS Protection Service

If the DDoS protection does not meet the minimum service availability guarantee, the DOE will be eligible for service credits. The service credit for DDoS unavailability is computed as follow:

$$C = DMRC - \left(\frac{720 - \text{Downtime}}{720} \right) \times DMRC$$

Where: C = Credits

DMRC = DDoS MRC

Downtime = Number of hours DDoS protection is unavailable

720 = Total number of hours per month (30 days)

7. DOE Responsibilities

Incident Reporting:

The DOE will promptly report any service interruptions, performance issues, or other related concerns to the SP using the designated support channels (e.g., phone, email, support portal).

8. Exclusions

The following events do not constitute downtime or violations of the SLA:

- Scheduled maintenance (with prior notice).
- Force majeure events (e.g., natural disasters, government regulations, civil disturbance, military insurrection, and/or government takeover of the SP's operations and facilities).

Annex B

**DOE CY2025 Secondary Internet Access Services
Cost Breakdown**

TOR Components	Monthly Service Charges (MSC)	Total Cost
A. Internet Access Services		
1 Gbps Connection for Main Office		
100 Mbps Connection for LFO		
100 Mbps Connection for VFO		
100 Mbps Connection for MFO		
B. Others (if any)		
DDoS Protection for:		
DOE Main Office		
LFO		
VFO		
MFO		
Grand Total		

Note: **Monthly Recurring Charges** is computed as follows:

$$\frac{\text{Sum of all MSC Cost} \times \text{CP} + \text{Total Amount of Fixed Cost (Others)}}{\text{CP}}$$

where: Sum of all MSC Cost refers to the total of all Monthly Service Charges for the internet access services;

Total Amount of Fixed Cost - Sum of all costs for other items with fixed cost; and

CP – number of months of Contract Period

Lot No. 3 - DOE CY2025 FIXED WIRELESS INTERNET CONNECTION
ABC : Php 2,500,000.00

I. BACKGROUND

The Department of Energy (DOE) intends to procure the services of a guaranteed, fast, reliable, and no data capping internet access through fixed wireless facility.

The Service Provider shall deliver a reliable wireless internet connection facility with dedicated internet bandwidth of at least 500Mbps symmetrical broadband connection for the DOE.

II. APPROVED BUDGET FOR THE CONTRACT (ABC)

Approved Budget for the Contract to cover the period 01 January to 31 December 2025 shall be Two Million Five Hundred Thousand Pesos (Ph2.5M) Only, inclusive of VAT and other charges.

III. SCOPE OF WORKS

1. The Service Provider shall deliver, install and configure the necessary wireless internet connection equipment/devices such as microwave radio antenna/VSAT, Gigabit PoE manage switch, routers, cable wires and other appurtenances required for the fixed wireless internet connection for the DOE's 38 existing access points (AP) distributed within the DOE Buildings and PNOC Building No. 5. (See Annex A). The internet connection should handle at least 500 concurrent users.
2. Upon request, the Service Provider shall likewise provide the DOE with bandwidth at no additional cost. The DOE requirement for extra bandwidth on demand at no extra cost is 50 Mbps, which shall be provided by the Service Provider for a maximum of 30 cumulative days within the contract period.
3. The Service Provider shall protect the fixed wireless internet access by installing and configuring a firewall appliance capable of handling at least 500 concurrent users, which shall be deployed at the DOE.
4. Provide an updated schematic diagram of the fixed wireless connection implementation.
5. Provide Service Level Commitment of at least 99.0% circuit availability or available period of the service in a given month.

IV. SUPPORT AND MAINTENANCE

1. Provide replacement of AP units with the same or better specifications in case a unit is found defective. The AP shall become a property of the DOE.
2. Designate at least one focal person to act as the Service Provider's technical support representative that handles the DOE's concerns as regards the provision of the internet access service.

3. Provide detailed incident reports within 48 hours after the occurrence of any incident (e.g., downtime, slow/intermittent connection) affecting the DOE offices.
4. Provide a tool which does not log off to monitor bandwidth utilization, and a management tool and dashboard for monitoring and controlling the access points connected to the fixed wireless LAN.
5. Provide / submit the following documents during inception / kick-off meeting:
 - i. Implementation plan of the project in GANTT Chart form.
 - ii. Systems Documentation (installation and configuration), to include the network schematic diagram describing in detail the connection from the Service Provider to the DOE.
 - iii. Detailed cost breakdown of various components of this TOR. (Refer to Annex C).

V. SERVICE LEVEL AGREEMENT COVERING THE SCOPE OF WORKS AND OTHER RELATED SERVICES (Refer to Annex B)

VI. CONTRACT DURATION

The Contract Period (CP) for the Fixed Wireless Connection shall cover one (1) year from 01 January to 31 December 2025, unless otherwise terminated by the DOE.

In case the Contract commences at a date later than 01 January 2025, the CP shall be calculated to be the remaining number of months covering the new start date up to 31 December 2025.

The CP may be extended subject to the same terms and conditions stipulated in the approved Contract; provided however the provider has rendered satisfactory performance and acceptance. Provided further that said extension is based on the provisions under Appendix 17 (Revised Guidelines on the Extension of Contracts for General Support Services) of the IRR of Republic Act (RA) No. 9184.

Also, Contract may be renewed subject to the provisions under Appendix 13 (Guidelines on Procurement of Water, Electricity, Telecommunications, and Internet Service Providers) of RA No. 9184.

VII. PAYMENT TERMS

The Service Provider shall be paid only for services rendered. The Total Contract Price shall be divided by 12 months to calculate the Monthly Recurring Cost (MRC) and shall be the basis for the monthly payments to be received by the Service Provider.

VIII. PENALTY / REBATE CLAUSE

- A. The Service Provider shall exert reasonable efforts to ensure that the Service Provider circuit is operating and available to the DOE. In the event the Service Provider circuit is not available as agreed, or in the event the DOE experiences any downtime of the service performance, the DOE shall be eligible to receive a rebate in accordance with the service credits computation in the SLA.

B. It is understood that the DOE shall not be entitled to a rebate if the interruptions or outages are caused by any of the following:

1. The DOE's equipment, or facilities including any third-party equipment other than equipment furnished by the Service Provider as part of their access services (i.e., DOE's equipment failure, power failure),
2. Interruptions during any period where the Service Provider or its agents are not allowed access to the DOE premises where the access lines are terminated,
3. Scheduled maintenance,
4. Force Majeure (e.g., typhoons, lightning, flood, earthquakes, etc.), or
5. Civil disturbance, military insurrection and/or government takeover of Services

IX. OTHER TERMS

To ensure the reliability and availability of the DOE's internet service, a Service Provider may only be awarded one internet access service.

X. DELIVERY SCHEDULE

The installation and activation of the Fixed Wireless Internet connection shall be within **30 days upon receipt of Notice to Proceed.**

Annex A
DOE Fixed Wireless Access Point Locations

AP #	Location
1	OSEC - PNOC BLDG5 - 5F
2	OASEC-RVC - PNOC BLDG5 - 5F
3	OSEC-EXT - PNOC BLDG5 - 5F
4	OUGCJB - PNOC BLDG5 - 5F
5	OUAOS - PNOC BLDG5 - 5F
6	OUSSG - PNOC BLDG5 - 5F
7	OURCLG - PNOC BLDG5 - 5F
8	OUSECFWF - PNOC BLDG5 - 4F
9	OASECMCM - PNOC BLDG5 - 4F
10	OASECMCC - PNOC BLDG5 - 4F
11	ESEOC - PNOC BLDG5 - 4F
12	EPPB - PNOC BLDG5 - 3F
13	PAO - PNOC BLDG5 - 4F
14	OIMB-OD - PNOC BLDG5 - 3F
15	OIMB-Conf.Room - PNOC BLDG5 - 3F
16	REMB-OD - PNOC BLDG5 - 2F
17	REMB-AOD - PNOC BLDG5 - 2F
18	EPIMB-OD - MAIN BLDG - 4F
19	EUMB-OD - MAIN BLDG - 3F
20	EUMB-EPMPD - MAIN BLDG - 3F
21	EUMB-DEVO - MAIN BLDG - 3F
22	PMD - MAIN BLDG - GF
23	FS-OD - MAIN BLDG -2F
24	FS-AD - MAIN BLDG -2F
25	AS-HRMD - MAIN BLDG -GF
26	AS-OD - MAIN BLDG -GF
27	GSD - MAIN BLDG -BASEMENT
28	Annex Lobby - ANNEX BLDG - GF
29	DataBank Lobby - DATABANK - GF
30	Computer Section - DATABANK - GF
31	ISD - DATABANK - GF
32	AVR - DATABANK - GF
33	ERDB-OD & AOD - DATABANK - BASEMENT
34	PRDD - DATABANK - BASEMENT
35	LS-OD - MULTIPURPOSE BLDG -3F
36	PLSD - MULTIPURPOSE BLDG -3F
37	Legal - MULTIPURPOSE BLDG -2F
38	ERTLS-OD - BLDG 4

ANNEX B
SERVICE LEVEL AGREEMENT (SLA)
FIXED WIRELESS INTERNET ACCESS

Introduction

This Service Level Agreement (SLA) outlines the terms, conditions, and expectations for the internet and support services provided by the Service Provider (SP) to the Department of Energy (DOE).

Purpose

The DOE depends on the internet to perform its functions.

This SLA sets out what levels of availability and support the DOE is guaranteed to receive for the internet service provision. It also explains what service credits the DOE will be entitled to should the SP fail to meet these levels.

This SLA is an integral part of the procurement Contract between the DOE and the internet SP. It aims to enable the two parties to work together effectively.

Effective Date

This SLA shall take effect at the beginning of the Contract and shall remain valid until the Contract ends on 31 December 2025, unless otherwise the procurement Contract is extended.

1. Definitions

- 1.1. Service - Refers to the internet access services provided by the SP, including but not limited to connectivity to the internet, bandwidth, and related services as described in this SLA.
- 1.2. Service Availability - Refers to the percentage of time the Service is fully operational, excluding scheduled maintenance, force majeure events, and other exceptions described herein.
- 1.3. Downtime - Refers to periods when the Service is unavailable for use due to failures or interruptions.
- 1.4. Maintenance Window - Refers to a scheduled time during which the SP may conduct maintenance on the Service, during which access may be temporarily unavailable.
- 1.5. Response Time - Refers to the time taken by the SP to respond to a DOE support request regarding an issue with the Service. Auto-generated email replies are not accepted as response acknowledgment.
- 1.6. Resolution Time - Refers to the time taken by the SP to resolve an issue after it has been reported.
- 1.7. MRC - Refers to the Monthly Recurring Cost.

2. Service Performance Commitments (SPC)

2.1. Service Availability:

The SP commits to provide a minimum of 99.0% circuit availability monthly.

2.2. Uptime Calculation:

Uptime is calculated as follows:

$$\text{Uptime}(\%) = \left(\frac{720 - \text{Downtime}}{720} \right) \times 100$$

2.3. Network Latency:

The SP commits to maintain an average network latency of less than 100ms based on ping test result, which will be monitored daily by the DOE.

2.4. Packet Loss:

The SP guarantees that packet loss will not exceed 2% based on ping test result, which

will be monitored daily by the DOE.

2.5. Ping tests shall be performed from the DOE's WAN switch to the SP's gateway IP address.

3. Response and Resolution Times

3.1. Incident Priority Levels:

DOE-reported incidents are classified into different priority levels. Response and resolution times will vary depending on the severity of the issue:

Priority Level	Description	Response Time	Resolution Time
Critical	Service is completely down or severely degraded (e.g., no Internet access).	Within 30 minutes	Within 130 minutes
High	Significant performance issues or service degradation affecting multiple users (e.g., intermittent access, slow speeds).	Within 60 minutes	
Medium	Minor issues with limited impact on service (e.g., certain websites slow to load, minor packet loss).	Within 90 minutes	
Low	General inquiries or non-urgent issues (e.g., account changes, billing queries).	Within 2 hours	Within 72 hours

3.2. Incident Response:

3.2.1 The SP shall acknowledge receipt of the DOE's support request within the response time defined for each priority level as defined in Clause 3.1 above.

3.2.2 If the SP fails to meet the response time during the Contract period, the following constitutes the service credits the DOE will be entitled to for every infraction committed by the SP:

Frequency of Offense	Credit
1st infraction	1/6 day
2nd infraction	2/6 day
3rd infraction onwards	One day

3.2.3 Escalation Process:

The matrix below shows the timeline for the SP to escalate the DOE-reported incident within their organization. The SP shall provide contact details for each level in the matrix.

- Level 1: Ticket Creation
- Level 2: 2 hours after ticket creation
- Level 3: 4 hours after ticket creation
- Level 4: 8 hours after ticket creation

3.3. Incident Resolution:

If the SP fails to meet the resolution time indicated in item 3.1, the DOE shall receive service credits as provided under item 4.2 below.

4. Maintenance and Downtime

4.1. Scheduled Maintenance:

The SP shall notify the DOE of any scheduled maintenance at least five days in advance.

4.2. Service Credits for Non-Compliance of SPC:

If the SP does not meet the SPC, the DOE will be eligible for service credits. The service credit is calculated as follows:

Internet Service

Resolution Time	Credit
Less than 130 minutes	None
130 - 239 minutes	1/6 day
240 - 479 minutes	2/6 day
480 - 719 minutes	3/6 day
720 - 959 minutes	4/6 day
960 - 1199 minutes	5/6 day
1200 - 1440 minutes	One day

5. DOE Responsibilities

5.1. Incident Reporting:

The DOE will promptly report any service interruptions, performance issues, or other related concerns to the SP using the designated support channels (e.g., phone, email, support portal).

5.2. Access to Equipment:

The DOE shall provide reasonable access to the premises or relevant equipment for troubleshooting or maintenance activities when required by the SP.

5.3. Proper Use:

The DOE agrees to use the Service in accordance with the terms of this Agreement and will not engage in any activities that negatively affect the performance of the network, such as spamming or illegal activities.

6. Exclusions

The following events do not constitute downtime or violations of the SLA:

- Scheduled maintenance (with prior notice).

Force majeure events (e.g., natural disasters, government regulations, civil disturbance, military insurrection and/or government takeover of the SP's operations and facilities).

Annex C

**DOE CY2025 Fixed Wireless Internet Connection
Cost Breakdown**

TOR Components	Monthly Service Charges (MSC)	Total Cost
A. Internet Access Services		
500Mbps Wireless Connection		
B. Others		
Grand Total		

Note: **Monthly Recurring Charges** is computed as follows:

$$\frac{\text{Sum of all MSC Cost} \times \text{CP} + \text{Total Amount of Fixed Cost (Others)}}{\text{CP}}$$

where: Sum of all MSC Cost refers to the total of all Monthly Service Charges for the internet access services;

 Total Amount of Fixed Cost - SUM of all cost for other items with fixed cost; and

 CP – # of months of Contract Period

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

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

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid **(Bidding Form Annex A); 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, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, **as stated in Section VII. Technical Specification; 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]

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, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Annex E

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

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose of
of agent Currency Commission or gratuity

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Annex F

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Annex F

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

