



**DEPARTMENT OF ENERGY**

(Kagawaran ng Enerhiya)

**Procurement Management Division**

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

Global City, Taguig City, Philippines 1632

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

Facsimile: (02) 8541-4105

Email address:

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**BIDDING DOCUMENTS**

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**23<sup>rd</sup> PB CY 2024 – PROCUREMENT OF CONTRACT  
SERVICES FOR RESEARCH AND DEVELOPMENT OF A  
COMPREHENSIVE WEB-BASED DATA SCIENCE  
ANALYTIC TOOLKIT FOR CALCULATING DYNAMIC  
PROJECTIONS OF POTENTIAL ENERGY SAVINGS IN  
GOVERNMENT FACILITIES AND DESIGNATED  
ESTABLISHMENT FOR CY2024**

(Purchase Request No. 02-0151-2024-08-0417)

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

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



**PROCUREMENT OF CONTRACT SERVICE FOR RESEARCH AND DEVELOPMENT OF A  
COMPREHENSIVE WEB-BASED DATA SCIENCE ANALYTIC TOOLKIT FOR CALCULATING  
DYNAMIC PROJECTIONS OF POTENTIAL ENERGY SAVINGS IN GOVERNMENT FACILITIES  
AND DESIGNATED ESTABLISHMENT FOR CY2024**

1. The ***Department of Energy (DOE)*** is undertaking **Procurement of Contract Service for Research and Development of a Comprehensive Web-based Data Science Analytic Toolkit for Calculating Dynamic Projections of Potential Energy Savings in Government Facilities and Designated Establishment for CY 2024** and intends to apply the sum of **Php8,500,000.00** that will be sourced from the **FY 2024 GAA**, being the Approved Budget for the Contract (ABC) to payments for the contract under **Purchase Request No. 02-0151-2024-08-0417**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DOE now invites bids for **Procurement of Contract Service for Research and Development of a Comprehensive Web-based Data Science Analytic Toolkit for Calculating Dynamic Projections of Potential Energy Savings in Government Facilities and Designated Establishment for CY 2024**. Delivery of the Goods and Services is **Ninety (90) Days** upon receipt of Notice to Proceed. Bidders should have completed, within **two (2) years from the date of submission and receipt of bids**, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act”.

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

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

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

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

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

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

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

Copy of the payment receipt must be emailed to:

**Jaymee Joy A. Deogracias:**

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

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

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

6. A complete set of Bidding Documents may be acquired by interested Bidders on **10 October 2024** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184 in the amount of **Php10,000.00**.

The Department of Energy will hold a Pre-Bid Conference on **17 October 2024** which **will start at 08:00 AM** at the DOE – **Audio Visual Room** DOE BAC Main Office.

7. Bids must be duly received by the BAC through manual submission at the office address indicated below on or before **08:00 AM of 07 November 2024** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or **08:00 AM of 07 November 2024**. Online submission is not yet available. Late bids shall not be accepted.

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

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **07 November 2024** at **09:00AM**, DOE – Audio Visual Room, DOE-Main Building. The bidder's authorized representative, as stated in the bid submission, is required to attend the Bid Opening at the DOE AVR. Bids will be opened in the presence of the bidders' representatives.

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

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

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

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

**Jaymee Joy A. Deogracias**

Procurement Management Division

DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

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

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

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

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**Usec. Giovanni Carlo J. Bacordo**

Chairperson

Bids and Awards Committee

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

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

The Procuring Entity, Department of Energy wishes to receive Bids for the **Procurement of Contract Service for Research and Development of a Comprehensive Web-based Data Science Analytic Toolkit for Calculating Dynamic Projections of Potential Energy Savings in Government Facilities and Designated Establishment for CY 2024** under **Purchase Request No. 02-0151-2024-08-0417**.

### **2. Funding Information**

2.1. The GOP through the source of funding from GAA for **FY2024**, in the amount of **Php8,500,000.00**

### **3. Bidding Requirements**

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

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

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

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

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

### **5. Eligible Bidders**

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

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

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

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

## **8. Pre-Bid Conference**

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

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

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

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

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within two (2) years** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille



pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

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

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

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

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

### **14. Bid Security**

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

14.2. The Bid and bid security shall be valid **until 07 March 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

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

## **18. Domestic Preference**

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

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

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

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

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

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

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

## **20. Post-Qualification**

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment

System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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

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

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

### Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>Similar contract related to contract service for research and development of data analytics</b></li> <li>b. Completed within <b>two (2) years</b> prior to the deadline for the submission and receipt of bids</li> </ul>
7.1	Subcontracting is not allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – <b>Department of Energy</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. Not less than <b>Php170,000.00</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. Not less than <b>Php425,000.00</b> if bid security is in Surety Bond.</li> </ul>
15.	Each Bidder shall submit <b>one (1) original</b> and <b>two (2) copies</b> of the first and second components of its bid.
20.2	No further Instructions

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

## 1. **Scope of Contract**

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

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

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

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

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

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



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

**5. Warranty**

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

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

**6. Liability of the Supplier**

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: <b>Mr. Daniel Collin G. Jornales – OIC-Chief, EUMB-EPMPD</b></p>
	<p><b>Delivery and Documents</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at DOE Main Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><b>Packaging</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during</p>

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

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

### **Transportation**

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

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

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

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

### **Intellectual Property Rights –**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2 The terms of payment shall be as follows:

**EXPECTED DELIVERABLES, PAYMENT SCHEDULE, AND TIMELINE**

This Contract has an approved budget, sourced from the Locally-Funded Projects (LFP) Fund under Fund 151 of the National Energy Efficiency and Conservation Program (NEECP) with the following details:

No.	SCOPE OF WORKS	DELIVERABLES	Payment Schedule
1	Inception Report	<ul style="list-style-type: none"> <li>Conduct of Inception Workshop</li> <li>Submission of Inception Report</li> </ul>	10 % of the Contract Price
2	Design and develop a Comprehensive Web-based Data Science Analytic Toolkit	<ul style="list-style-type: none"> <li>Design and development</li> <li>Conduct and facilitate workshops and meetings.</li> <li>Submit SRDS Report</li> </ul>	40% of the Contract Price
3	Testing and deployment of the developed Comprehensive Web-based Data Science Analytic Toolkit	<ul style="list-style-type: none"> <li>Conduct a series of testing for the Web-based Data Science Analytic Toolkit</li> </ul>	50% of the Contract Price
4	User Acceptance	<ul style="list-style-type: none"> <li>Submission of Manuals and instructional AVP materials</li> <li>Submission of Terminal Report</li> </ul>	
5	User Training	<ul style="list-style-type: none"> <li>Conduct User Training for the Web-based Data Science Analytic Toolkit</li> </ul>	Free of charge
<b>Total:</b>			<b>100 % of the Contract Price</b>

Note: Please see Annex C: Detailed Timeline

The service provider shall issue an official billing statement for each progress billing. For Billing purposes, the service provider shall provide hard and electronic copies of the billing at each corresponding activity.

A retention of 5% shall be deducted for each progress payment, refundable after the 9-months technical support period.

4 Inspection and Tests: As stated in the TOR/Specifications

5.1 No further instructions



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

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

<b>Lot No.</b>	<b>Item</b>	<b>Delivery</b>
1	Procurement of Contract Service for Research and Development of a Comprehensive Web-based Data Science Analytic Toolkit for Calculating Dynamic Projections of Potential Energy Savings in Government Facilities and Designated Establishment for CY 2024	<b>Ninety (90) Days upon receipt of Notice to Proceed</b>

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

<p><b>TERMS OF REFERENCE</b></p> <p><b>Contract Service for Research and Development of a Comprehensive Web-Based Data Science Analytic Toolkit for Calculating Dynamic Projections of Potential Energy Savings in Government Facilities and Designated Establishments</b></p> <p><b>APPROVED BUDGET FOR THE CONTRACT (ABC):</b>          PHP 8,500,000.00</p> <p><b>Quantity: 1 LOT</b></p> <p><b>1. BACKGROUND</b></p> <p>1.1. Republic Act No. 11285, otherwise known as the Energy Efficiency and Conservation Act, and its governing Implementing Rules and Regulations (EEC-IRR) provide for establishing a framework to introduce and institutionalize the fundamental policies of energy efficiency and conservation as well as its nationwide promotion.</p> <p>1.2. The Government Energy Management Program (GEMP) System is one of the initiatives of the Department of Energy as part of the enactment of Republic Act 11285, which caters to the submission requirements of GEMP such as the Designation of an Energy Efficiency and Conservation Officer and Focal Person, the Submission of Electricity and Fuel Consumption Reports, and the Submission of Inventory Reports.</p> <p>1.3. The Designated Establishment Online Submission (DEOS) System is one of the initiatives of the Department of Energy as part of the enactment of Republic Act 11285, which assists Designated Establishments (DEs), energy-intensive entities in the Commercial, Industrial, and Transport (CIT) Sectors, with the compliance of their reportorial obligations to the DOE pursuant to MC2020-05-0001 and its subsequent advisories.</p> <p><b>2. OBJECTIVES</b></p> <p>2.1. To develop a comprehensive web-based data analytics toolkit for determining dynamic projections and calculations on potential energy savings sourced from GEMP and DEOS System data.</p> <p>2.2. To develop a highly customizable and user-friendly data analytics toolkit to calculate and tabulate other data sets/variables and identify feasible value-added use cases for the analytics toolkit.</p> <p>2.3. To acquire knowledge in data science analytics and use necessary software to support policymaking and implementation on energy efficiency and conservation.</p>	<p><b>Bidder's Compliance</b></p>
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2.4. To develop procedures and manuals on using the toolkit and calculation formula documentation.

**3. SCOPE OF SERVICES**

3.1. The Service Provider (SP), being knowledgeable in Data Science and Analytics, computer programming, and systems software development, is required to provide services for the Research and Development of a Comprehensive Web-Based Data Science Analytic Toolkit for Calculating Dynamic Projections of Potential Energy Savings in Government Facilities and Designated Establishments which address/contain the following Scope of Works (SW):

3.2. Diagnostic, Conceptualization, and Project Implementation

No	Activity	Particulars
1	Conduct of Inception Workshop	The SP shall conduct an Inception Workshop with the End-User (EU) to discuss and coordinate the specific requirements for the web-based Comprehensive Data Science Analytic Toolkit and other necessary details.
2	Submission of Inception Report	The SP shall provide an Inception Report containing the work plan and other details for the implementation of the project to be approved by the EU.
		The Inception report shall contain the necessary workforce composed of a dedicated team of data analysts and professionals that will coordinate with the end-user to ensure real project accomplishment and to avoid implementation delays. The detailed required workforce is stated in the Service Provider Qualification section 4.
		The Inception Report should cover the minimum items stated in Annex A - Report Guidelines

3.3. Design and development of a Comprehensive Web-based Data Science Analytic Toolkit

No.	Activity	Particular
1	Design and develop a Comprehensive Web-based Data Science Analytic Toolkit	<p>The SP shall design and develop a toolkit that has the following functionalities:</p> <ul style="list-style-type: none"> <li>• Data interconnectivity with the current system through Application Program Interface (API) if applicable or development of a data placeholder.</li> </ul>

		<ul style="list-style-type: none"> <li>• Data Science, Advance Analytics, and Business Intelligence on the raw data captured from the Systems.</li> <li>• Computation for the Potential Energy Savings based on the captured data from the Systems.</li> <li>• Analytics on each data particulars as stated Annex B – Sample data and use-case scenarios.</li> <li>• Present data sets through data visualization and different filter options, among others.</li> <li>• Separate cloud data storage based on the raw data from Systems.</li> </ul> <p>The SP shall recommend other use cases of the toolkit aside from the above-mentioned requirements of the EU.</p>	
		The SP shall design and produce accurate mock-up models of the toolkit, to be approved by the EU, before the actual development to ensure accurate and timely project execution.	
		The SP shall provide and install security measures such as, but not limited to Secure Socket Layer (SSL) Certificate, DDoS Attack Prevention System, Captcha System, One-Time-Pin (OTP) security system, and other similar data privacy security measures aligned with the DOE Data Privacy Compliance	
2	Provide Necessary Software Subscription/Services for 12 Months, commencing from Project Acceptance	<p>2 Tableau Creator Licenses</p> <p>2 Tableau Viewer Licenses</p> <p>Access to Rapid Miner</p> <p>Data handling and warehouse solution software such as Talend, Snowflake among others.</p>	
3	Conduct and facilitate workshops and meetings	<p>The SP shall submit minutes of the meeting on each workshop conducted.</p> <p>The SP shall provide the necessary tools and equipment during the workshops on the</p>	

		development of the toolkit for 30 DOE participants.
4	Submit SRDS System Requirement and Design Specification (SRDS) Report	<p>The SP shall submit the SRDS Report, which outlines the technical requirements and design specifications of the Toolkit. The report should provide a comprehensive overview of the toolkit's functional and non-functional requirements, as well as its architectural design and technical specifications.</p> <p>The SRDS Report should cover the minimum items stated in Annex A - Report Guidelines.</p>

3.4. Delivery, Installation, Testing, and Deployment of the developed Comprehensive Web-based Data Science Analytic Toolkit.

No.	Activity	Particulars
1	Conduct a series of testing for the Web-based Data Science Analytic Toolkit	The SP shall accommodate changes and iterations based on the EU comments during this project phase using agile software development methodology.

3.5. User Training and Acceptance

No.	Activity	Particulars
1	Conduct User Training for the Web-based Data Science Analytic Toolkit	The SP shall provide and conduct at least three (3) in-depth training for at least 30 DOE participants. The venue, meals, and training materials shall be shouldered by the SP.
2	Submission of Manuals and instructional AVP materials	The SP shall develop and submit procedural manuals on the Web-based Data Science Analytic Toolkit, subject to the approval of the EU.
3	Submission of Terminal Report	<p>The SP shall submit a Terminal Report summarizing the project's findings, results, and recommendations. The report provides an overview of the project objectives, methodology, key outcomes, and any issues encountered during development.</p> <p>The SP shall include in the Terminal Report the After Sales Certification and other necessary</p>

		documents for the 9-month period of Technical support
		The Terminal Report should cover the minimum items stated in Annex A - Report Guidelines

**4. QUALIFICATIONS**

The Service Provider must comply with the following terms:

- 4.1. The SP must have at least five (5) years of experience in data management, data integration, data science, advanced analytics domain, dashboard and visualization projects, and engagements with other energy utility sector clients.
- 4.2. With completed or ongoing projects of at least (6) Web-based application system development/enhancement and/or Data Analytics services on energy-related government or private systems/projects in the last (3) years as declared in DOE BAC Form No. 1 Statement of Ongoing, Completed, and/or Awarded Contracts.
- 4.3. Professional Team Members: The SP must submit the Curriculum Vitae (CV) of the project team in the submitted Bid Documents that will be engaged in the project. One person for multiple positions is not allowed:

1 – Project Director/Manager:

- Bachelor's degree in a relevant field (such as computer science, business administration, or project management)
- Three (3) years experience in project management, including planning, execution, and delivery
- Knowledge of project management methodologies (e.g., Agile, Waterfall)
- Expertise in visualization and data analytic software (provide certifications in the submitted bid documents):
  - Visualizations and Dashboards: Tableau Desktop Specialist
  - Data Analytics: Rapid Miner

2 – Solutions Architect/Developer:

- Bachelor's or Master's degree in computer science, software engineering, or a related field
- Three (3) years of experience in designing and implementing complex software systems
- Expertise on various technologies, platforms, and frameworks (provide certifications in the bid documents):
  - Data Integration & Data Management: Talend Data Integration Developer
  - Data Storage and Warehousing: Snowflake SnowPro Core Certification

4.4. The SP must submit a **very satisfactory rating** from previous engagements with the private and government (*preferably not from DOE*), civil society, or the private sector within three (3) years.

## 5. PROJECT DURATION

5.1. The SP must accomplish the items specified in the Scope of Work and Output Deliverables in accordance with this TOR within three (3) months after they receive the Notice to Proceed (NTP) with the provision of nine (9) months for Technical Support. The Department shall acknowledge project completion by submitting/approving the Project Completion Acknowledgement Form.

## 6. LIQUIDATED DAMAGES

6.1. In the event that the service provider fails to meet the agreed-upon delivery schedule as specified in this contract, the client shall be entitled to liquidated damages in the amount of 1/10 of the 1% of the total contract price for each day of delay. The total liquidated damages shall not exceed 10% of the contract price. The liquidated damages shall be the sole and exclusive remedy available to the client for any delay or failure to deliver the web-based application system.

## 7. RESPONSIBILITIES

7.1. In addition to the responsibilities stated in the Bidding Documents:

The Service Provider shall:

- a. Coordinate with the End-user as often as possible.
- b. Ensure timely delivery of outputs.
- c. Provide all necessary equipment, software, and manpower needed in the Project
- d. Shoulder the cost of conducting trainings and workshops, excluding travel expenses.
- e. Undergo a Non-Disclosure Agreement for all Systems in line with the DOE Data Privacy Policy.
- f. Provide Software subscription needed to accomplish the requirements under the scope of work (except software provided by the end-user)
- g. Provide nine (9) months of technical support on top of the three (3) months of the project implementation period. The Technical support includes but is not limited to:
  - Server Management
  - 24/7 support on System bug and error correction
  - Support on Data migration
  - Other technical consultations.
- h. Provide certification/policy/documentation on information security and data privacy compliance on all software components to be used.
- i. Provide warranty for the Comprehensive Web-Based Data Science Analytical Toolkit, including all necessary software.

The End-user shall:

- a. Conduct briefings and/or call for a coordination meeting with the service provider from time to time.
- b. Oversee the overall management and direction of the development of the Project.
- c. Conduct briefings to the Project team on all EUMB-related programs and projects.
- d. Provide access to databases, cloud server infrastructures, and other necessary DOE-owned software.
- e. Determine the acceptability of the deliverables.

## **8. OWNERSHIP**

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

## **9. TERMS**

- 9.1. Prices quoted shall be firm, irrevocable, and not subject to any change whatsoever.
- 9.2. Progress payments will be released only upon the End-user issuance of the Certificate of Acceptance.
- 9.3. In reference to GPPB Resolution No. 30-2017, the service provider shall provide performance security to the DOE.
- 9.4. The end-user reserves the right to return any damaged materials, devices, and equipment for replacement.

## **10. GENDER SENSITIVITY**

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

## Annex A Report Guidelines

### 1. Inception Report minimum items

Section	Particulars
Introduction	This section provides an overview of the project and its objective outlines the scope of the inception report and the methodology th used to gather information and analyze the data.
Background	This section provides context for the project by outlining any background information. This may include information about t direction, the current system situation or problem that the p designed to address, and any previous work that has been dor project.
Project Description	This section provides a detailed project description, inclu objectives, goals, and activities. It should also include informati the project team and any stakeholders/end-users involved in the
Assessment of end-user and Stakeholder Needs	This section outlines the needs of end users and various stak involved in the project. This may include information about the beneficiaries and any other groups or individuals who may be af the project.
Risks and Assumptions	This section identifies any risks associated with the project and the assumptions that have been made in the project design. This to identify potential challenges that may arise during implementation.
Monitoring and Evaluation	This section outlines the monitoring and evaluation plan for the This may include information about the indicators that will be measure project progress and success, as well as the methods be used to collect and analyze data.
Implementation Plan and Timeline	This section outlines the plan for project implementation, timelines, budgets, and responsibilities for each project team me
Conclusion	This section summarizes the key findings of the inception re provides recommendations for next steps in the project planning

### 2. System Requirements and Design Specifications (SRDS) Report

Section	Particulars
Introduction	This section should provide an overview of the purpose of the re the web-based toolkit that is being developed.
Requirements	This section should outline the functional and non-functional requ for the web-based toolkit. This may include details about the features, user interface design, performance, security, and other specifications.
Architecture	This section should describe the overall architecture and desig web-based toolkit. This may include details about the toolkit's interfaces, data storage, and other technical aspects.
System Design	This section should provide a detailed description of the web-bas design, including its data flow, algorithms, and any relevant dia flowcharts.
Implementation Plan	This section should outline the plan for implementing the toolkit, details about the development process, testing, and deployment
Risks and Mitigation Strategies	This section should identify any potential risks or challenges as with the development and implementation of the web-based to provide strategies for mitigating these risks.

Conclusion	This section should summarize the key findings and outcomes of the report and highlight any important takeaways or recommendations.
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### 3. Terminal Report

Section	Particulars
Introduction	This section should provide an overview of the purpose of the report and the project objectives.
Methodology	This section should describe the approach that was taken to develop the web-based toolkit. This may include details about the development and programming languages used, as well as any testing or assurance processes that were employed.
Results	This section should provide a summary of the key outcomes of the project. This may include details about the functionality of the web-based toolkit, any issues that were identified, and any improvements or enhancements that were made during the development process.
Recommendations	This section should outline any recommendations for future improvements or enhancements to the web-based toolkit. This may include suggestions for additional functionality, improved user interface design, performance and scalability.
Conclusion	This section should summarize the key findings and outcomes of the project, and highlight any important takeaways or lessons learned.

### **ANNEX B: Sample Data and Use-case Scenario**

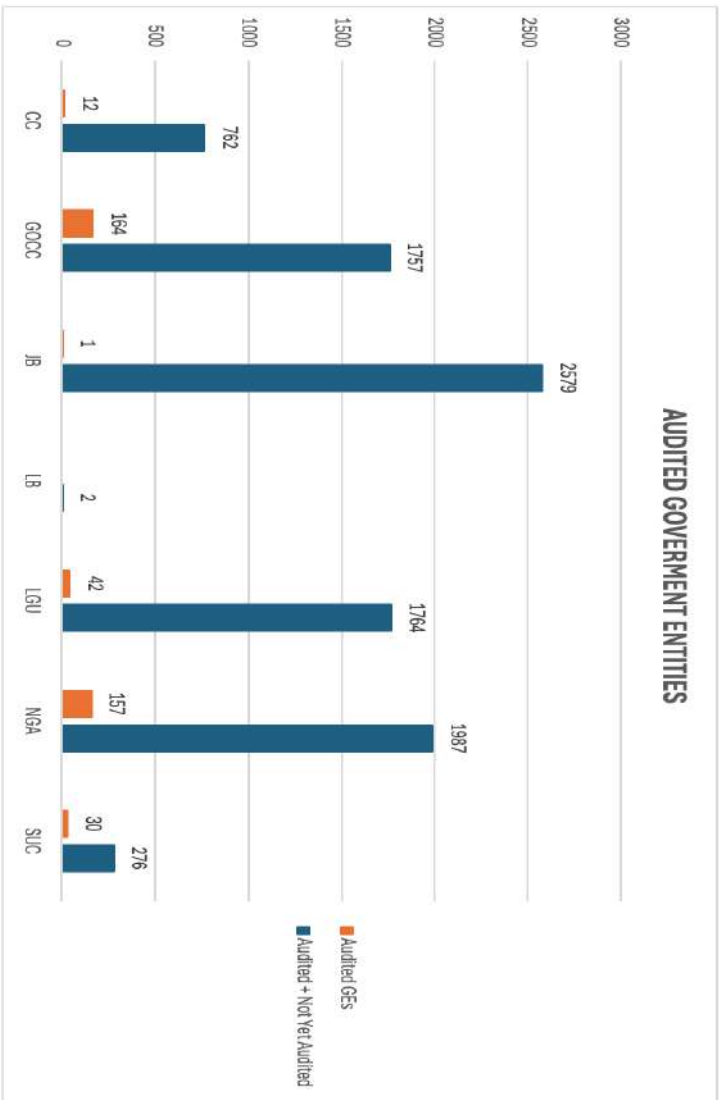
**For GEMP System:**



**FILTERS:**

Year	(All)
Agency Group	(All)
Island Group	(All)
Region	(All)
Province	(All)
City/Municipality	(All)

Agency Type	Audited GES	Audited + Not Yet Audited
CC	12	762
GOCC	164	1757
JB	1	2579
LB		2
LGU	42	1764
NGA	157	1987
SUC	30	276
<b>Grand Total</b>	<b>406</b>	<b>9127</b>



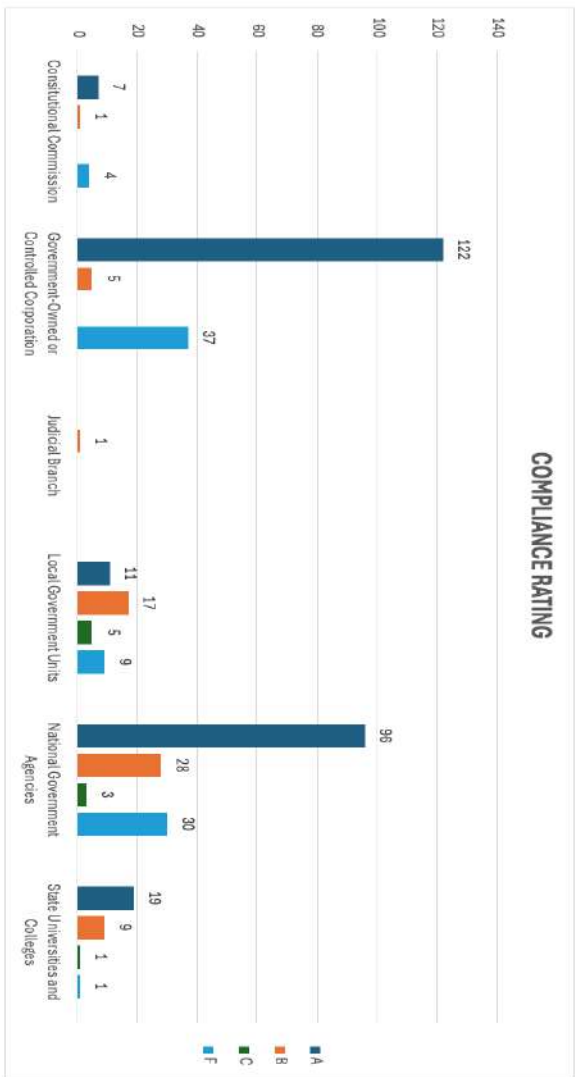
- The graph and table shows the number of audited Government Entities versus the total number of registered government entities in the GEMP Online System separated per Agency Type
- It values presented can be filtered by Year, Agency Group, Island Group, Region, Province, and City/Municipality.

**Note:** For reference Total Number of Government Entities is still represented in the table as Audited + Not yet Audited as we encounter issues with filtering data. We will provide an updated table once we acquire the solution.

**FILTERS:**

Year	(All)
Agency Group	(All)
Island Group	(All)
Region	(All)
Province	(All)
City/Municipality	(All)

No of Ges per Grade	Column Labels					Grand Total
Agency Type	A	B	C	F		
Constitutional Commission	7	1		4		12
Government-Owned or Controlled Corpo	122	5		37		164
Judicial Branch		1				1
Local Government Units	11	17	5	9		42
National Government Agencies	96	28	3	30		157
State Universities and Colleges	19	9	1	1		30
<b>Grand Total</b>	<b>255</b>	<b>61</b>	<b>9</b>	<b>81</b>		<b>406</b>



1) The table and graph shows the Compliance Rating per Agency Type. The values were based on the result of the conducted Energy Audit.

2) The values presented can be filtered by changing the Year, Agency Group, Island Group, Region, Province, and City/Municipality.

3) The table below is the Grading System showing the equivalent Score Range per Grade.

Grading System	
GRADE	Score
"A"	90 - 100
"B"	80 - 89
"C"	70 - 79
"F"	69 and below

All Grade "F" results are still for validation. Retrieving old energy audit results from energy audit reports

**FILTERS:**

Agency Group (All)

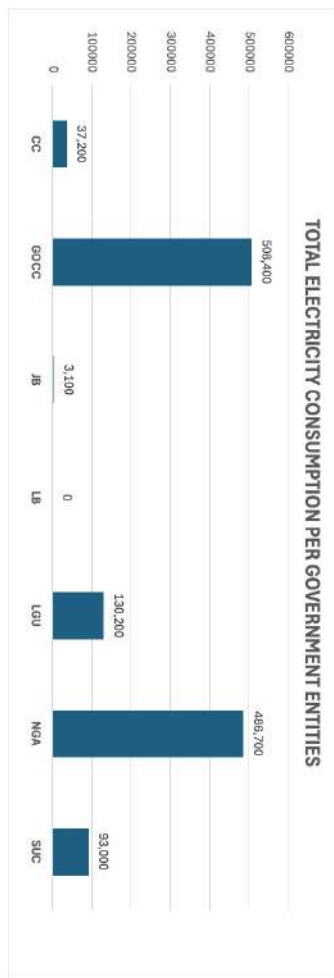
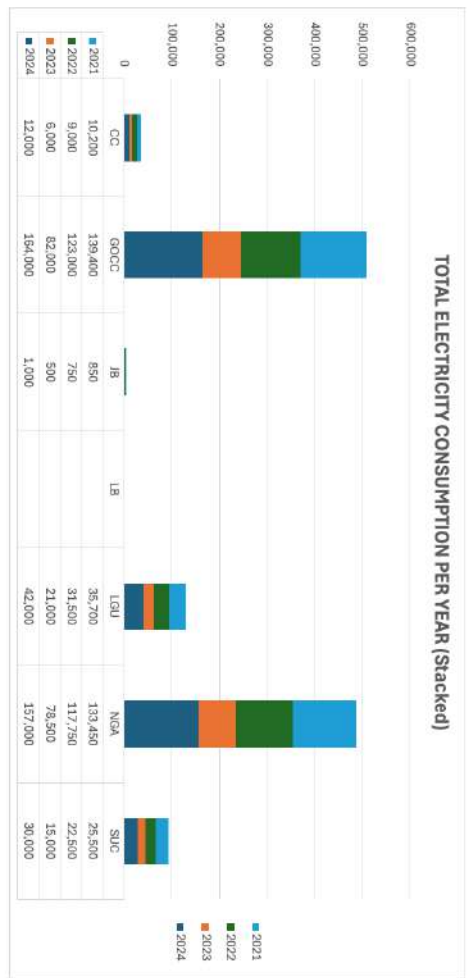
Island Group (All)

Region (All)

Province (All)

City/Municipality (All)

Agency Type	2024	2023	2022	2021	Total
CC	12,000	6,000	9,000	10,200	37,200
GOCC	164,000	82,000	123,000	139,400	508,400
JB	1,000	500	750	850	3,100
LB					0
LGU	42,000	21,000	31,500	35,700	130,200
NGA	157,000	78,500	117,750	133,450	486,700
SUC	30,000	15,000	22,500	25,500	93,000
<b>GrandTotal</b>	<b>406,000</b>	<b>203,000</b>	<b>304,500</b>	<b>345,100</b>	<b>1,258,500</b>

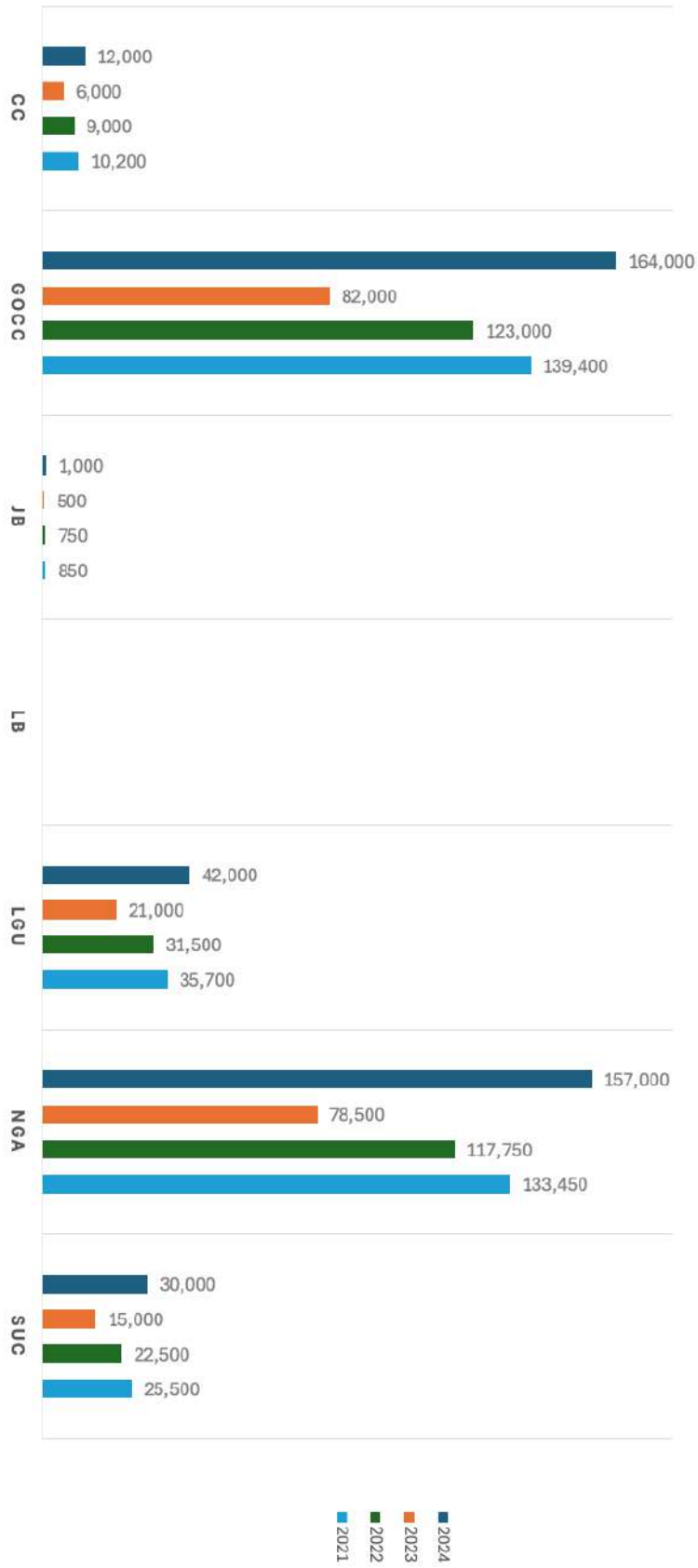


1) The table shows the total annual electricity consumption (in kWh) of Government Entities per Agency Type. Total Electricity Consumption per year was computed to show All Government Entities' yearly consumption.

2) The graphs shows the Annual Electricity Consumption per Agency Type and Year. The values were based on the submission from GEMP online system and reportorial documents provided during the conduct of Energy Audit.

3) The values presented can be filtered by Agency Group, Island Group, Region, Province, and City/Municipality.

**ANNUAL ELECTRICITY CONSUMPTION (IN KWH)**



**For DEOS System:**

SPECIFIC METRICS/DATA ANALYTIC	REMARKS
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**Specific Energy Consumption (SEC)**

**SEC** refers to the ratio of the total consumption of a DE to its output (is measured in terms of kWh/output unit)

**System Requirement:**

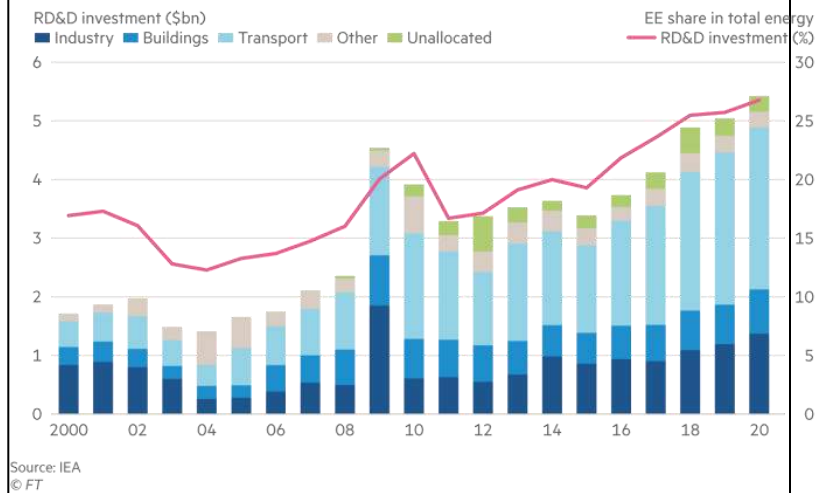
A functionality to filter the average SEC per sector, SEC per sub-sector per individual DE.

**Involved Parameters:**

- Total Energy Consumption in kWhe
- Total Energy Consumption per fuel type
- Total Floor Area
- Total output product

**Research funding ratchets up**

Government energy efficiency RD&D spending in IEA member countries

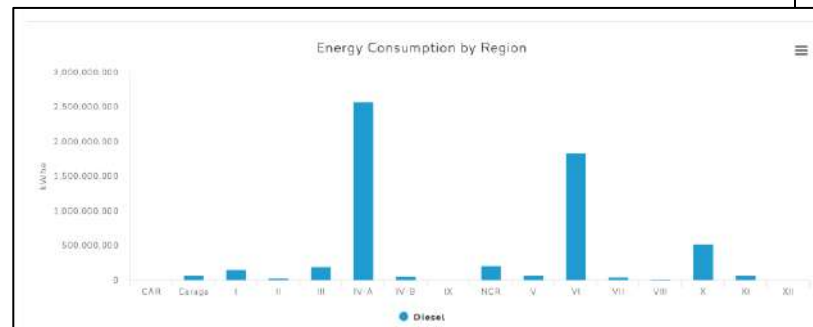
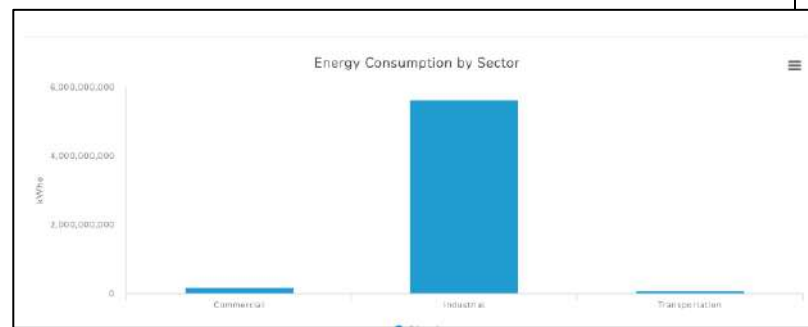


**Consumption Filters**

Filter for the following parameters as reported by DEs per Sector, a Sub-sector:

- Reported Total Area
- Reported Total employees by Gender
- Electricity Generation Consumption per Fuel Type
- Energy Consumption in Transportation
- Electricity Utilization at Auxiliary Service Area
- Purchased Electricity
- Waste Oil Utilization

Example charts:

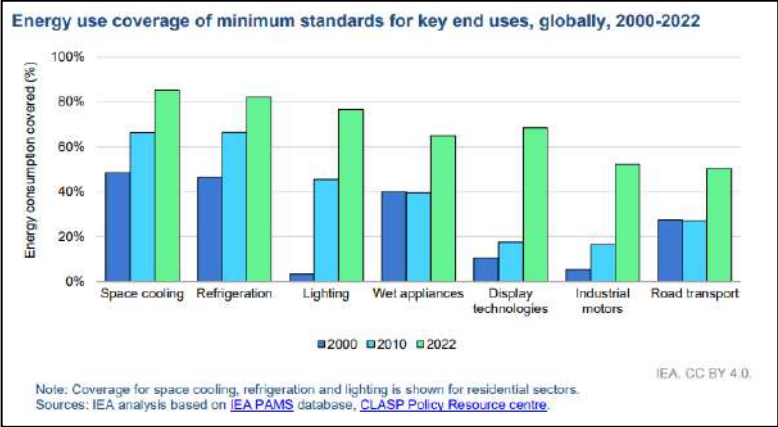


**Year by year analytics**

Year by year filter of the following parameters as reported by the DEs per Sector, and per Sub-sector:

- a. Ongoing and Completed Projects
  - o Investment (PhP)
  - o Energy Savings
- b. 5-year backtracking report consumption

Example chart:

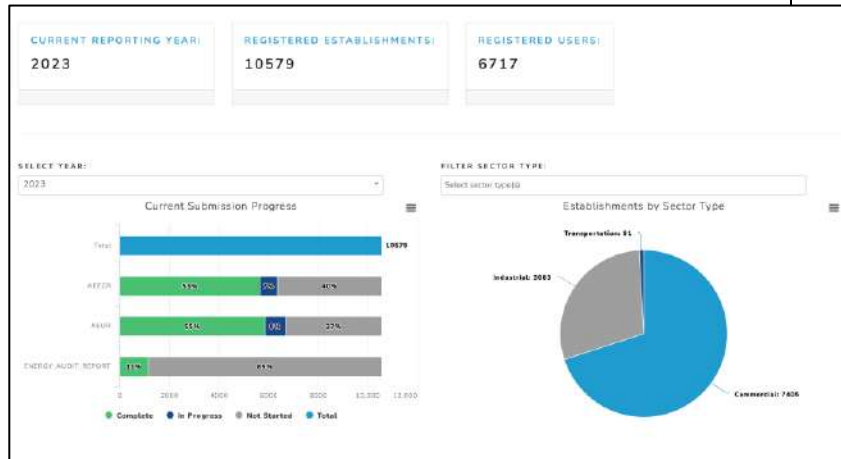


**Analytics on the Compliance**

The system must have functionality to represent the following analytics with the appropriate graphical representations:

- a. Compliance of DEs per Sector
- b. Compliance of DEs per Region
- c. Compliance of DEs per Sub-sector
- d. No. of submitted energy audit reports
- e. No. of certified energy manager
- f. No. of certified energy auditor

Example chart:



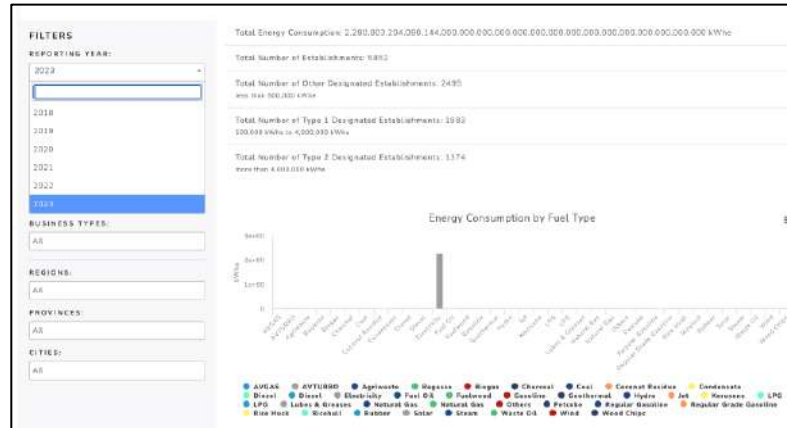
**Summary Analytics Mega Chart**

Chart shall be in the Admin Home Dashboard and is able to display the following:

- Energy Consumption over Time
  - May be filtered by Fuel Type, Sector, Subsector, Region, etc.
- Compliance over Time
  - May be filtered by Sector, Subsector, Region, etc.
  - **<Initial Thought>** Include a table on how many DEs continued compliance throughout, how many stopped after a certain which compliance period, how many DEs stopped complying for N compliance periods.

- EE Project Investment and Savings
  - May be filtered by Fuel Type, Sector, Subsector, Region, etc.
  - **<Initial Thought>** Display top 5-10 EE projects (maybe group them based on keywords i.e. lighting, air conditioning, etc.) with corresponding investment and savings. Should also have filtering capability by Fuel Type, Sector, Subsector, Region, etc.

Example chart:



**Energy Efficiency Index (EEI)**

Each DE must display the following:

- EEI based on Gross Floor Area
- EEI based on Air-Conditioned Area
- EEI based on production output (as applicable for Industry, unit to be used is kWh per unit of product)

Admin Home Dashboard must include the following:

- Average EEI for each Sector
- Average EEI for each Subsector of a Sector which will be displayed on a side window or new tab when selecting the Sector
- Average EEI for each industry or industrial subsector according to product.

**ANNEX C: Detailed Timeline**



Activity		CONTRACT DURATION															
		2024				2025											
		December				January				February				March			
		W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
		7	14	21	28	35	42	49	56	63	70	77	84	91	98	105	112
<b>1. Inception Report</b>																	
Conduct of Inception Workshop																	
Submission of Inception Report																	
<b>2. Design and develop a Comprehensive Web-based Data Science Analytic Toolkit</b>																	
Design and development																	
Conduct and facilitate workshops and meetings																	
Submit SRDS Report																	
<b>3. Testing and deployment of the developed Comprehensive Web-based Data Science Analytic Toolkit</b>																	
Conduct a series of testing for the Web-based Data Science Analytic Toolkit																	
<b>4. User Acceptance</b>																	
Submission of Manuals and Instructional AVP materials																	
Submission of Terminal Report																	
<b>5. User Training</b>																	
Conduct User Training for the Web-based Data Science Analytic Toolkit																	
Technical Support and Server maintenance																	
		MAINTENANCE SUPPORT AND SERVICES FOR 9 MONTHS															

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

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

**I. TECHNICAL COMPONENT ENVELOPE**

***Class “A” Documents***

Legal Documents

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

Technical Documents

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

Financial Documents

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

**Class "B" Documents**

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

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

### III. Post-Qualification Requirements:

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

# ***Bidding Forms***

Mandatory Submission of Bidding Forms

**ANNEX A**

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

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

**Ongoing, completed or awarded but not yet started projects for the period: last two (2) years, where applicable.**

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

Submitted By:

\_\_\_\_\_

(Signature over Printed Name)

Note:

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

## ANNEX B

### STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

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

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

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

Submitted By:

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

Note:

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



**Annex C**

**Bid Securing Declaration Form**

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## Annex D

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

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

#### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

## Annex E

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

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#### BID FORM

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

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

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

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

If our Bid is accepted, we undertake:

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:  
Name and address Amount and Purpose of Agent Currency/Commission or gratuity

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

(if none, state "None") ]

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

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

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

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

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

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

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

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

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

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

**Annex F**

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

**For Goods Offered from Abroad**

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

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

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

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

Signature \_\_\_\_\_

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

**Annex F**

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

**For Goods Offered from Within the Philippines**

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

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

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

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

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

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

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

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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



the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

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

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

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

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

*Witness for DOE*  
*[Position Title]*

*Witness for Supplier*  
*[Position Title]*

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

**Acknowledgment**

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