



**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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**4<sup>th</sup> PB CY 2024 – PROCUREMENT OF SERVICES FOR THE  
CONDUCT OF MARKET STUDY ON BUILDING ENERGY  
EFFICIENCY PERFORMANCE, PERFORMANCE BENCHMARKING  
AND LABELLING PROGRAM FOR CY 2024**

(Purchase Request No. 02-0101-2024-01-0028)

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

**July 2020**

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



**CONDUCT OF MARKET STUDY ON BUILDING ENERGY EFFICIENCY PERFORMANCE,  
PERFORMANCE BENCHMARKING AND LABELLING PROGRAM FOR CY2024**

1. The **Department of Energy (DOE)** is undertaking **Conduct of Market Study on Building Energy Efficiency Performance, Performance Benchmarking and Labelling Program for CY 2024** and intends to apply the sum of Php1,542,000.00 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. 02-0101-2024-01-0028. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DOE now invites bids for **Conduct of Market Study on Building Energy Efficiency Performance, Performance Benchmarking and Labelling Program for CY 2024**. Delivery of the Goods and Services is **One hundred twenty (120) 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. s
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 [esangalang@doe.gov.ph](mailto:esangalang@doe.gov.ph), [marcuevas@doe.gov.ph](mailto:marcuevas@doe.gov.ph),

[icarino@doe.gov.ph](mailto:icarino@doe.gov.ph), [jpacheco@doe.gov.ph](mailto:jpacheco@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):

|                       |   |  |
|-----------------------|---|--|
| 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,<br>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 **06 March 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 in the amount of Php5,000.00.

The Department of Energy will hold a Pre-Bid Conference on **14 March 2024** which **will start at 09:00 AM** at the DOE – **Audio Visual Room** DOE BAC Main Office.

If the Bidder has constraints, they have the options to attend the Prebid thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through [bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@doe.gov.ph) on or before **13 March 2024**:

1. Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details.
  2. Active email addresses where the invitation/link will be sent; and
  3. Indicate the item/s the company would like to participate.
7. Bids must be duly received by the BAC through manual submission at the office address indicated below on or before **9:00 AM of 04 April 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 **9:00 AM of 04 April 2024**. Online submission is not yet available. Late bids shall not be accepted.

**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 **04 April 2024** at **10:00AM**, 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

**The official representative, as stated in the bid submission, is required to attend the bid opening.** Virtual participation of the opening bids for Bidders can be witnessed through the MS Teams platform.

If the Bidder has constraints, they have the options to attend the Opening of Bids thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Opening of Bids. The bidders are required to submit the following information through [bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@doe.gov.ph) on or before **03 April 2024**.

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 **Conduct of Market Study on Building Energy Efficiency Performance, Performance Benchmarking and Labelling Program for CY 2024** under Purchase Request No. 02-0101-2024-01-0028.

### **2. Funding Information**

2.1. The GOP through the source of funding from GAA for **FY2024**, in the amount of **Php1,542,000.00**.

### **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 02 August 2024**. 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         | For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Provision of service for Conduct of Market Study</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   |
| <b>10.1</b> | 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        | 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"> <li>a. Not less than Php30,840.00 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 Php77,100.00 if bid security is in Surety Bond.</li> </ul> |
| 15.         | Each Bidder shall submit <b>one (1) original</b> and <b>four (4) 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>Dir. Patrick T. Aquino, CESO III - EUMB</b></p>   |
|            | <p><b>Delivery and Documents</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>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 transit, and open storage. Packaging case size and weights shall take</p> |

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:

**SCHEDULE OF PAYMENT**

| Activity                          | Deliverables   | Percentage of Total Contract Amount | Delivery Schedule  | Timeline (Month) |   |   |   |
|-----------------------------------|--|-------------------------------------|--|------------------|---|---|---|
|                                   |  |                                     |  | 1                | 2 | 3 | 4 |
| Submission of study/research plan | <p>Approved project and study/research plan which includes but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Project objectives, scope, detailed schedules, expected outcomes, resources required, team, responsibilities, assumptions, and deliverables.</li> <li>2. Study/research and survey methodology, process description and expected outputs.</li> <li>3. Required or list of reference data, standards, guidelines, regulations, benchmarks, and other information need on the study.</li> <li>4. Requested profile of designated establishments (DE) and the needed contact details) for the market research and regulation studies</li> <li>5. Survey Instruments and questionnaires.</li> </ol> | 10%                                 | Thirty (30) calendar days after receipt of Notice to Proceed (NTP) |                  |   |   |   |
| Presentation of Initial Results   | <p>Presentation of draft report to the end-user</p> <ol style="list-style-type: none"> <li>1. Market study on the current building energy performance, gaps, issues, and concerns in the Philippines</li> <li>2. Benchmarking study on building energy labelling and best practices</li> <li>3. Proposed framework and implementation roadmap for the building energy performance labelling</li> <li>4. Proposed policy and implementation guidelines for the</li> </ol>   | 40%                                 | Sixty (60) calendar days after receipt of NTP                      |                  |   |   |   |

|     |   |  |   |      |   |  |  |  |
|-----|---|--|---|------|---|--|--|--|
|     |   |  | implementation and monitoring of building energy labelling<br>5. Proposed standards and measurements on building energy labelling |      |   |  |  |  |
|     |   | Presentation/validation on the results of the technical study. | Conducted a Public/ in-house presentation and validation on the results of the study.   | 30%  | Ninety (90) calendar days after receipt of NTP              |  |  |  |
|     |   | Submission of Final Technical Study Report                     | Approved and accepted Technical Study Report.   | 20%  | One Hundred Twenty (120) calendar days after receipt of NTP |  |  |  |
|     |   | <b>Total</b>   |   | 100% |   |  |  |  |
|     |   | 10% shall be deducted as retention money per progress billing  |   |      |   |  |  |  |
| 4   | Inspection and Tests: As stated in the TOR/Specifications |  |   |      |   |  |  |  |
| 5.1 | No further instructions                                   |  |   |      |   |  |  |  |

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

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

| <b>Lot No.</b> | <b>Item</b>   | <b>Unit</b> | <b>Qty.</b> | <b>Delivery</b>  |
|----------------|---|-------------|-------------|--|
| 1              | Procurement of Services for the Conduct of Market Study on Building Energy Efficiency Performance, Performance Benchmarking and Labelling Program for CY 2024 | Lot         | 1           | <b>One hundred twenty (120) days upon receipt of Notice to Proceed</b> |

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

| <b>TERMS OF REFERENCES</b>  | <b>Bidder's<br/>Compliance</b> |
|---|--------------------------------|
| <p><b>I. BACKGROUND</b></p> <p>On 12 April 2019, President Rodrigo Roa Duterte signed the Republic Act (RA) No. 11285 or <b><i>An Act Institutionalizing Energy Efficiency and Conservation, Enhancing the Efficiency Use of Energy, and Granting Incentives to Energy Efficiency and Conservation.</i></b> Dubbed as the "Energy Efficiency and Conservation (EEC) Act", the Act shifted energy efficiency and conservation as a national way of life and provided a blueprint in formulating, developing, and implementing energy efficiency and conservation plans and programs.</p> <p>It also promotes and encourages the development and utilization of efficient renewable energy technologies and systems to ensure optimal use and sustainability of the country's energy resources. Additionally, it reinforces related laws and other statutory provisions for a comprehensive approach to energy efficiency and conservation.</p> <p>The policy was first filed during the 8th Congress in 1988 and took 30 years to be enacted — a game changer in the current energy systems. Towards securing sufficiency and stability of energy supply, the law promotes and encourages the utilization of efficient renewable energy technologies and systems.</p> <p>It is within the existing mandate of the Department of Energy (DOE) that RA No. 11285 reinforced relevant laws, policies, and plans into a comprehensive approach to energy efficiency and conservation with the ultimate goal of improving the quality of life of Filipinos.</p> <p>The enactment of RA No. 11285 paved the way to a more comprehensive, multi-sectoral, interagency, upscaled business usual model, and incentive-based approach of EEC.</p> <p>Generally, this is another effort to fulfill the mandate of the Department to ensure sustainable, stable, secure, sufficient, accessible, and reasonably-priced energy and will protect the environment in support of the economic and social development goals of the country.</p> |                                |



## II. PURPOSE

The procurement aims the institutionalization of energy efficiency and conservation as a national way of life and paved the way for the establishment of a framework for introducing and institutionalizing policies on EEC, including the promotion of efficient and judicious utilization of energy across all sectors. This study also aims to fast track the adoption of an effective energy management systems and programs among designated establishments as this will focus on overall energy baseline performance, performance improvement trend, energy scorecard and labelling system.

In particular, the procurement objectives are as follows:

- Provide the current baseline of the buildings from Type 1 (50,000 kWhe to 500,000 kWhe), Type 2 (500,001 kWhe to 4,000,000 kWhe), and Type 3 (more than 4,000,000.00 kWhe) Designated Establishments
- Determine the proposed local benchmark for buildings.
- Determine gaps and potential issues related to energy performance assessment and building labelling management.
- Establish a framework on building energy performance assessment and monitoring including proposed computation and determination of performance to support building labelling.
- Develop an appropriate building energy performance label, standards and recommend best practices.

These shall be achieved through the proposal and implementation of programs and policies. Such programs and policies will be supported by data obtained from research and policy studies conducted by trusted third parties and undergo public consultation with stakeholders.

## III. SCOPE OF WORK

The Service Provider shall deliver the following items to the DOE:

1. **Submission of the Proposed Study/Research Plan.** The Service Provider should be able to provide a detailed plan on the execution of study/research based on the target sample. The proposed study/research plan shall include the following:

- a. Project objectives, scope, detailed schedules, expected outcomes, resources required, team, responsibilities, assumptions, and deliverables.
- b. Study/research and survey methodology, process description and expected outputs.
- c. Required or list of reference data, standards, guidelines, regulations, benchmarks, and other information need on the study.
- d. Requested profile of designated establishments (DE) and the needed contact details) for the market research and regulation studies
- e. Survey Instruments and questionnaires.

2. **Presentation of Initial Findings.** Prior to the finalization of the study, the service provider shall present the initial findings of the study. The presentation shall include the following:

- a. Market study on the current building energy performance, gaps, issues, and concerns in the Philippines
- b. Benchmarking study on building energy labelling and best practices
- c. Proposed framework and implementation roadmap for the building energy performance labelling
- d. Proposed policy and implementation guidelines for the implementation and monitoring of building energy labelling
- e. Proposed standards and measurements on building energy labelling

3. **Presentation of the Results of the Technical Study.** The Service Provider shall conduct a presentation activity of the final results of the technical study.

4. **Submission of Final Technical Study Report.** Upon acceptance of the final version of the technical study, the Service Provider shall submit the following as final deliverables:

a. **Complete Research Documents** which shall include, but not limited to the (i) Market Study on the current building energy performance, gaps, issues, and concerns in the Philippines; (ii) Benchmarking Study on building energy labelling and best practices; (iii) Proposed framework and implementation roadmap for the building energy performance labelling; (iv) Proposed policy and implementation guidelines for the implementation and monitoring of building energy labelling; (v) Proposed standards and measurements on building energy labelling; and (vi) Proposed integration to the DOE compliance process model and specification which the DOE can consider as reference to monitor DE building labelling and energy performance compliance.

b. **Presentation Material.** Service Provider shall prepare a presentation material of the study.

Final deliverables shall be submitted through an external hard drive. Three (3) hard drives should be provided to the end-user by the service provider.

#### IV. METHODOLOGY

The methodology of the project shall be based on the following three-phase approach:

Phase 1: Preparation and Data Collection

- Study preparation (project planning, data and resource requirements, stakeholder engagement, timetable, and execution plans).
- Identification of building samples to be included in the survey and other data sources (e.g., existing DE annual reports, energy audit reports, sample surveys, EEC programs and related rules and regulations); Target 100 sample respondents with DE annual reports and energy audit.
- Preparation of data collection plan, survey materials and other data collection templates.
- Local/international benchmark research – building energy performance data, standards, performance assessments, building energy performance labelling, and best practices.

Phase 2: Data analysis and documentation

- Coordination with end users and correspondents for conducting data collection and surveys.
- Data cleaning – reviewing and extracting data from other data sources that can be useful for post-collection analysis.

Phase 3: Study presentation and validation

- Data analysis and prototype modelling.
- Preparation and submission of technical study report.
- Organization of virtual public presentation and consultation.

**Assumptions**

- The study assumes that the selected building stock sample represents all building types among the designated establishment categories.
- All respondents can provide all the necessary data for analysis and benchmarking purposes.
- Rate of data collection per building (including other data sources) is consistent over the span of two months.
- Energy Use Index (EUI) is the primary energy performance index and is measured by the ratio of total site energy use and total airconditioned area and other equivalent efficiency performance indicator.
- DOE to provide necessary list of DE/respondents, their contact details and annual reports including energy audit report.

**V. PROJECT COMPLETION**

One Hundred Twenty (120) calendar days from the issuance of Notice to Proceed (NTP).

**VI. APPROVED BUDGET FOR THE CONTRACT**

The approved budget cost (ABC) for the professional services under this project activity amount to **Php1,542,000.00** under the Regular Budget.

**VII. SERVICE PROVIDER QUALIFICATIONS**

The Service Provider must be duly organized and incorporated in the country where it operates and must have all the necessary government permits and licenses in performing their obligations under this document. The SP shall satisfy the following:

- a. Should have a reputable track record related to market research/data analysis/ engineering/technical studies, or anything similar with a minimum of three (3) years of experience. Service Provider shall provide at least two (2) sample of related work as proof of their track record;
- b. Should have a satisfactory rating from at least two (2) previous engagements with government, civil society, or the private sector. For this purpose, a certification from previous clients that were declared in DOE BAC Form No. 1 Statement of Ongoing, Completed and/or Awarded Contracts and DOE BAC Form No. 2. Statement of Single Largest Completed Contract; must be presented;
- c. Submit a list of members for the project together with their corresponding Curriculum Vitae (CV) to establish their competency for the project e.g. work experience, training completed, etc.. The research team shall at least have the following:
  - i. Project Lead – Should have at least (ten) 10 years of work experience related to market research, data analysis, engineering/technical studies, or anything similar.
  - ii. Project Co-lead – Should have at least five (5) years of work experience related to market research, data analysis, engineering/technical studies, or anything similar.
  - iii. Data Analyst/Statistician - Should have at least three (3) years of work experience related to data analytics/statistics.
  - iv. Research Assistant – Should have at least three (3) year of work experience related to market research, data analysis, engineering/technical studies, or anything similar.
  - v. Research Admin - Should have at least one (1) year of experience on administrative work on similar engagements.

- d. Requirements specified in Section 54.5 (*Performance and Warranty Security in accordance with Sections 39 and 62*) & Section 6 (*PhilGEPS Registration and Number*) of the IRR of RA 9184.

**VIII. GENDER SENSITIVITY**

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 a way that is equitable. Likewise, the gender and development approach focus on the socially constructed differences between men and women, the need to challenge existing gender roles and relations, and the creation and effects of class differences on development.

**IX. DATA CONFIDENTIALITY AND OWNERSHIP**

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

**X. DATA SERVICE PROVIDER AND DOE RESPONSIBILITIES\**

Service Provider Responsibilities:

- Regular coordination with the EUMB-EPMPD.
- Timely delivery of all outputs.
- Provision of necessary tools and software for the development of the study (Annex)
- Provision of necessary supplies/toolkits for the effective conduct of the study (Annex)
- Cover all expenses the conduct of the study.

DOE – EUMB Responsibilities:

- Periodic briefings and coordination meetings with the service provider.
- Supervision of the overall management and direction of the materials.
- Briefing the research team on EUMB-related programs and projects.
- Assessing and approving deliverables.

**XI. LIQUIDATED DAMAGES**

Failure on the part of the winning Bidder to comply with the requirements under this Terms of Reference shall cause the imposition of penalty of 1/10 of 1% per day of delay on the contract's termination as provided by existing government accounting and auditing rules and regulations. Penalty shall be collected at the last payment.

## Annex

The following equipment are expected to be available with the Service Provider:

- Laptops
- Tablets
- Statistical Software/Tool
- Presentation Materials

### Supplies and Toolkit

- Service provider shall develop a study toolkit which will include the following:
  - An introductory guide explaining the purpose and goals of the study toolkit.
  - Detailed instructions on how to use the study toolkit effectively.
  - A comprehensive list of research methodologies and approaches that can be employed during the study.
  - Templates for data collection, such as surveys, questionnaires, and interview guides.
  - Guidelines for conducting interviews or focus group discussions, including sample questions.
  - Sample consent forms and ethical guidelines to ensure compliance with research ethics.
  - A data analysis framework or guidelines for analyzing the collected data.
  - Templates or examples for creating visual representations of data, such as charts, graphs, or tables.
  - References to relevant literature or resources that can support the study.
- Handheld Monitoring Unit (3 units)
  - 64GB capacity with 10.5 to 11.5" Display
  - 8-core CPU with 4 performance cores and 4 efficiency cores
  - 8-core GPU
  - 16-core Neural Engine
  - 8GB RAM
  - Capable of managing/checking study surveys on the go. The device will also help the respondents for easier submission of info when service provider is on site

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



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

**I. TECHNICAL COMPONENT ENVELOPE**

***Class “A” Documents***

Legal Documents

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

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Bidding Form Annex A**); and
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) (**Bidding Form Annex B**) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or original copy of Notarized Bid Securing Declaration (**Bidding Form Annex C**); and
- (h) Conformity with the Technical Specifications under Section VII by signing the bidder’s compliance column of the TOR/Technical Specification and submission of the following:
  - 1. production/delivery schedule;
  - 2. manpower requirements/organizational structure; and
  - 3. **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.**

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

Submitted By:

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

Note:

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

**Annex C**

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

**[Jurat]**

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

## Annex D

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

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

#### **AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## Annex E

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

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#### BID FORM

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

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

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

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

If our Bid is accepted, we undertake:

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

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

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

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(if none, state "None") ]

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

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

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

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

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

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

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

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

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

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

## Annex F

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

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

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

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

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

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

Signature \_\_\_\_\_

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

**Annex F**

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

**For Goods Offered from Within the Philippines**

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

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

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

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

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

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

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

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

*Witness for DOE*  
*[Position Title]*

*Witness for Supplier*  
*[Position Title]*

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

**Acknowledgment**

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