

### **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:

### **BIDDING DOCUMENTS**

8<sup>th</sup> PB CY 2024 – SERVICES FOR THE ENHANCEMENT AND MAINTENANCE OF VARIOUS SYSTEM UNDER THE NATIONAL ENERGY EFFICIENCY & CONSERVATION DATABASE (NEECD) FOR CY2024

(Purchase Request No. 02-0151-2024-01-0012/0013/0014/0015)

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

# Section I. Invitation to Bid



# SERVICES FOR THE ENHANCEMENT AND MAINTENANCE OF VARIOUS SYSTEM UNDER NATIONAL ENERGY EFFICIENCY & CONSERVATION DATABASE (NEECD) FOR CY2024

1. The *Department of Energy (DOE)* is undertaking Services for the Enhancement and Maintenance of Various System under National Energy Efficiency & Conservation Database (NEECD) for CY 2024 and intends to apply the sum of Php30,000,000.00 that will be sourced from the FY 2024 GAA, being the Approved Budget for the Contract (ABC) to payments for the contract under Purchase Request No. 02-0151-2024-01-0012/0013/0014/0015. Bids received in excess of the ABC for this lot shall be automatically rejected at bid opening.

This procurement is having **Four (4) Lots**, and bidders may bid for all Lots, or any of the Lot.

| Lot no. | Article  | ABC              |  |  |  |  |
|---------|--|------------------|--|--|--|--|
| 1       | The Philippine Energy Labeling Program<br>(PELP) System  | PHP 9,000,000.00 |  |  |  |  |
| 2       | The Government Energy Management<br>Program (GEMP) System  | PHP 9,000,000.00 |  |  |  |  |
| 3       | Designated Establishment Online<br>Submission (DEOS) System  | PHP 9,000,000.00 |  |  |  |  |
| 4       | <ul> <li>Energy Efficiency and Conservation         Portal for Applications and Registration         (EPAR) System     </li> </ul> | PHP 3,000,000.00 |  |  |  |  |
|         | TOTAL ABC: PHP 30,000,000.00   |                  |  |  |  |  |

- 2. The DOE now invites bids for Services for the Enhancement and Maintenance of Various System under National Energy Efficiency & Conservation Database (NEECD) for CY 2024. Delivery of the Goods and Services One Hundred Eighty (180) 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 <a href="mailto:esangalang@doe.gov.ph">esangalang@doe.gov.ph</a>, <a href="mailto:marcuevas@doe.gov.ph">marcuevas@doe.gov.ph</a>, <a href="mailto:jearino@doe.gov.ph">jearino@doe.gov.ph</a>, <a href="mailto:jearino@doe.gov.p
  - 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,

Taguig City

Copy of the payment receipt must be emailed to:

### Jaymee Joy A. Deogracias:

bacsecretariat@doe.gov.ph or 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 08 May 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.

| Lot | Article   | Bid Docs Fee  |
|-----|---|---------------|
| no. |   |               |
| 1   | <ul> <li>The Philippine Energy Labeling Program<br/>(PELP) System</li> </ul>                                      | PHP 10,000.00 |
| 2   | The Government Energy Management<br>Program (GEMP) System   | PHP 10,000.00 |
| 3   | <ul> <li>Designated Establishment Online Submission (DEOS) System</li> </ul>                                      | PHP 10,000.00 |
| 4   | <ul> <li>Energy Efficiency and Conservation Portal for<br/>Applications and Registration (EPAR) System</li> </ul> | PHP 5,000.00  |
|     | If All Lots:  | PHP 45,000.00 |

The Department of Energy will hold a Pre-Bid Conference on **16 May 2024** which will start at **08:00 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 <a href="mailto:bacsecretariat@doe.gov.ph">bacsecretariat@doe.gov.ph</a> or jdeogracias@doe.gov.ph on or before **15 May 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 8:00 AM of 30 May 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 8:00 AM of 30 May 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 **30 May 2024** at **9:00AM**, 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 <a href="mailto:bacsecretariat@doe.gov.ph">bacsecretariat@doe.gov.ph</a> or <a href="mailto:jdeogracias@doe.gov.ph">jdeogracias@doe.gov.ph</a> on or before **29 May 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

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

Website: www.doe.gov.ph

(sgd)

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 Services for the Enhancement and Maintenance of Various System under National Energy Efficiency & Conservation Database (NEECD) for CY 2024 under Purchase Request No. 02-0151-2024-01-0012/0013/0014/0015.

### 2. Funding Information

2.1. The GOP through the source of funding from GAA for **FY2024**, in the amount of **Php30,000,000.00**.

### 3. Bidding Requirements

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

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

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

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

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

### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the

Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

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

### 6. Origin of Goods

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

### 7. Subcontracts

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

### 8. Pre-Bid Conference

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

### 9. Clarification and Amendment of Bidding Documents

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

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

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

### 11. Documents comprising the Bid: Financial Component

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

### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule is inclusive of all Value added tax and all other applicable taxes and charges and shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, 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 28 September 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> <li>Similar contracts related to development, enhancement, or<br/>maintenance of ICT Web-based Application Systems.</li> </ul>  |
|        | <ul> <li>b. Completed within two (2) years prior to the deadline for the<br/>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   | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  |
|        | <ul> <li>a. Not less than Php600,000.00 if bid security is in cash,<br/>cashier's/manager's check, bank draft/guarantee or irrevocable<br/>letter of credit; or</li> </ul> |
|        | b. Not less than <b>Php1,500,000.00</b> if bid security is in Surety Bond.   |
| 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.
- 5.2The 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<br>Clause  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
| 1  | Delivery and Documents –   |  |  |  |  |  |
|  | 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:  |  |  |  |  |  |
|  | "The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS."   |  |  |  |  |  |
|  | "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."  |  |  |  |  |  |
| Delivery of the Goods shall be made by the Supplier in accordant the terms specified in Section VI (Schedule of Requirements). |  |  |  |  |  |  |
|  | For purposes of this Clause the Procuring Entity's Representative at the Project Site is: <b>Dir. Patrick T. Aquino, CESO III – EUMB</b>   |  |  |  |  |  |
|  | Delivery and Documents   |  |  |  |  |  |
|  | 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:  |  |  |  |  |  |
|  | 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."  |  |  |  |  |  |
|  | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).   |  |  |  |  |  |
|  | Packaging  |  |  |  |  |  |
|  | The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take |  |  |  |  |  |

into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

### **Transportation**

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

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

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

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

### 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, TIMELINE, AND PAYMENT SCHEDULE:

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:

| N | SCOPE OF<br>WORKS  | DELIVE  | RABLES   | Payment<br>Schedule                | Delivery<br>Period   |
|---|--|---|--|------------------------------------|--|
|   |  | ACTIVITY  | DOCUMENTARY<br>REQUIREMENTS  |                                    |  |
| 1 | Conceptualization, and Project Implementation  | Conduct of Inception Workshop     Submission of Inception Report     Project Proposal Acceptance by the Enduser   | <ul> <li>Approved Inception Report</li> <li>Approved Project Proposal</li> </ul>   | 10% of<br>the<br>contract<br>Price | 7 calendar<br>days upon<br>receipt of<br>notice to<br>proceed      |
|   | Maintenance Services for the various Web- based Application Systems under the NEECD                        | <ul> <li>Maintenance         Work Plan</li> <li>System and         Server         maintenance</li> <li>Backup and         Disaster         Recovery</li> <li>Monitoring         and         Performance         Optimization</li> <li>Security</li> <li>Troubleshooti         ng         User Support</li> <li>Continuous         Improvement</li> <li>Submission         of         Maintenance         Report</li> <li>Minimum         Server and         Software         Specification         Requirement         s</li> </ul> | Warranty     Certificate     Maintenance     Work Plan     Backup and     DRS Plan     Maintenance     Report     Server and     Software     Subscription     certificate or its     equivalent | 40% of<br>the<br>contract<br>Price | 120<br>calendar<br>days upon<br>receipt of<br>notice to<br>proceed |
|   | System Architecture and Framework Design for the Enhancement and Updating of Modules and Security Features | Design and develop system enhancement , expansion, additional modules, payment  | Approved SRDS  |                                    |  |

|   | of the various<br>Web-based<br>Application<br>Systems under the<br>NEECD                 | • | gateways, and security features based on the requirements of the various systems stated in the System Process Flow and Framework (Annex B). Submit System Requirement s and Design Specification s (SRDS) Report |   |   |                                    |  |
|---|--|---|--|---|---|------------------------------------|--|
| 4 | Delivery, Installation Testing, and Deployment of the developed and updated NEECD System | • | Installation<br>and conduct<br>a series of<br>testing for<br>various<br>enhanced<br>and<br>developed<br>systems<br>based on the<br>requirements<br>in Annex B.   | • | UAT Scripts Approved UAT documents Go Live Acceptance Certificate VAPT Report per system PIA Report Software License certificate or its equivalent                      |                                    |  |
| 5 | User Training  | • | Conduct User<br>Training for<br>the enhanced<br>and<br>developed<br>systems<br>(Free of<br>Charge)<br>Provision of 5<br>units Trainer<br>Kit Devices<br>per System   | • | Training Certificates Invoice / Statement of Account (SOA) Delivery Receipt   | 50% of<br>the<br>contract<br>Price | 180<br>calendar<br>days upon<br>receipt of<br>notice to<br>proceed |
|   | User Acceptance  | • | Submission of Terminal Report Submission Manuals and instructional AVP materials Submission of all required documents: source code, documentation, and account credentials, among others.                        | • | Terminal Report Certificate of Acceptance for user and administrator manuals, instructional AVP materials, source codes, API specifications, and database documentation |                                    |  |

|     | Total  |  | 100% of<br>the<br>contract<br>Price |                 |
|-----|--|--|-------------------------------------|-----------------|
|     | Note:  1. Please refer to Annex D for the Timeline 2. 5% will be deducted as retention for ever 3. Retention of 5% shall be deducted, reference under Item 6.1  The service provider shall issue an progress billing. For Billing purposes, hard and electronic copies of the billing. | ery progress billing undable after the 6-n official billing states the service proverse. | atement f<br>vider shall            | or each provide |
| 4   | Inspection and Tests: As stated in th  | e TOR/Specifica  | tions                               |                 |
| 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.

| Lot<br>No. | Item  | Qty. | Delivery                                    |
|------------|---|------|---|
|            | Services for the Enhancement and<br>Maintenance of Various System under<br>National Energy Efficiency &<br>Conservation Database (NEECD) for CY<br>2024 |      |   |
| 1          | The Philippine Energy Labeling     Program (PELP) System  | 1    | One Hundred                                 |
| 2          | - The Government Energy Management Program (GEMP) System  | 1    | Eighty (180) days upon receipt of Notice to |
| 3          | - Designated Establishment Online Submission (DEOS) System  | 1    | Proceed                                     |
| 4          | Energy Efficiency and Conservation     Portal for Applications and     Registration (EPAR) System   | 1    |   |

## Section VII. Technical Specifications/ Terms of Reference

| TECHNICAL SPECIFICATION |   |  |  |  |  |
|-------------------------|---|--|--|--|--|
|                         | ment and Maintenance, of Various Systems under the National Efficiency & Conservation Database (NEECD) Initiative   |  |  |  |  |
| Lot 1                   | The Philippine Energy Labeling Program (PELP) System  PHP 9,000,000.00  |  |  |  |  |
| Lot 2                   | The Government Energy Management PHP 9,000,000.00 Program (GEMP) System   |  |  |  |  |
| Lot 3                   | Designated Establishment Online     Submission (DEOS) System  PHP 9,000,000.00                                      |  |  |  |  |
| Lot 4                   | Energy Efficiency and Conservation     Portal for Applications and Registration     (EPAR) System  PHP 3,000,000.00 |  |  |  |  |

### TERMS OF REFERENCE (TOR)

This TOR will provide the general and detailed scope of work for each lot.

### 1. BACKGROUND

- 1.1 Under Section 5c of RA 11285, also known as the Energy Efficiency and Conservation (EE&C) Act, the DOE has been authorized to develop and maintain the National Energy Efficiency and Conservation Database to ensure efficient evaluation, analysis, and dissemination of data and information for the enforcement, planning, and policy-making purposes.
- 1.2 The following systems are for Enhancement and Maintenance under the National Energy Efficiency & Conservation Database (NEECD) initiative:

| No | Name of the Information System                        | Description   | Information<br>System<br>Acronym | Required<br>Services              |
|----|---|---|----------------------------------|-----------------------------------|
| 1  | Philippine<br>Energy<br>Labeling<br>Program<br>System | PELP system is an online registration platform for the processing of applications, approvals, and other related services in the implementation of PELP that would provide the | PELP<br>System                   | Enhancement<br>and<br>Maintenance |

|   |   | real-time request and monitoring of the status of applications, real-time upgrading of the database, and calculation of approximate energy savings of products   |                |                                   |
|---|---|--|----------------|-----------------------------------|
| En<br>2 Mana<br>nt Pr                                 | rnment<br>ergy<br>ageme<br>ogram<br>stem  | GEMP System caters to the submission of the following requirements of GEMP 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  | GEMP<br>System | Enhancement<br>and<br>Maintenance |
| 3 Estab<br>3 nt C<br>Subn                             | gnated<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designated<br>designated<br>designated<br>designated<br>designated<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>designation<br>desi | The DEOS System 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.   | DEOS<br>System | Enhancement<br>and<br>Maintenance |
| Effici<br>a<br>Cons<br>4 n Po<br>Applid<br>a<br>Regis | ergy<br>siency<br>nd<br>ervatio<br>rtal for<br>cations<br>nd<br>stration<br>stem  | The online system for all energy efficiency practitioners including certified energy manager (CEM), certified energy auditor (CEA), certified energy auditor (CEA), certified energy conservation officers (CECO), Energy service company (ESCO), recognized training institutions (RTI), Energy Audit for Firms, Partnership, Corporations, and Sole proprietorship (FPCS), and application for Fiscal Incentives for the | EPAR<br>System | Enhancement<br>and<br>Maintenance |

|  | endorsement to the<br>Board of Investments<br>(BOI) |  |  |
|--|---|--|--|
|--|---|--|--|

### 2. OBJECTIVE

- 2.1. To enhance the above-mentioned web-based application systems and provide necessary cloud servers, software licenses, and on-premise backup storage upgrades.
- 2.2. To maintain and manage the abovementioned web-based application systems, including but not limited to its cloud server infrastructures, backup cloud server management, on-premises back-up server management, System and database updating and upgrading, database cleansing, updating security protocols, and other necessary system requirements for its reliable and continuous operation
- 2.3. To interconnect, consolidate, and organize the **outputs of each dataset from** PELP, GEMP, DEOS, and EPAR **systems** to the **NEECD System** and other DOE Information Systems as shown in Figure 1.

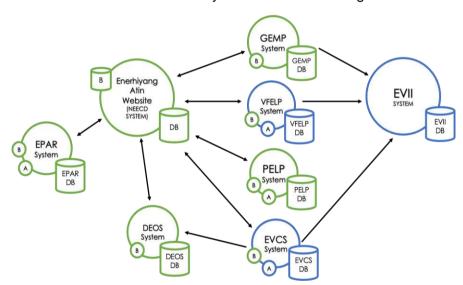


Figure 1: EUMB System Map Diagram

### 3. GENERAL SCOPE OF WORK

The Service Provider (SP), being knowledgeable in web designing, computer programming, and systems software development, is required to provide services for the Enhancement and Maintenance of various Web-based Application Systems under the National Energy Efficiency & Conservation Database (NEECD). All web-based application systems shall be enhanced, tested, and completed using Agile software development methodology and the latest version of widely used Open-Source and/or proprietary technologies. The systems shall be enhanced and deployed using three (3) environments, namely: development, staging, and production. The systems shall run on major web browsers like Google

Chrome, Mozilla Firefox, Microsoft Edge, and Safari including mobile browsers running on Android and iOS. Moreover, all systems shall be mobile responsive for portability.

### 3.1 Diagnostic, Conceptualization, and Project Implementation

| No | Activity                             | Particulars  |
|----|--------------------------------------|--|
| 1  | Conduct of Inception Workshop        | The SP shall conduct an Inception Workshop with<br>the End-User (EU) to discuss and coordinate the<br>specific requirements for each Web-based<br>Application System and other necessary details.  |
|    |                                      | The Inception Report should cover the minimum items in Annex A - Report Guidelines.  |
| 2  | Submission of<br>Inception<br>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 programmers and solutions architects to coordinate |
|    |                                      | with the end user to ensure real project accomplishment and avoid implementation delays. The detailed required workforce is stated under Section 5. Service Provider Qualification.  |
|    |                                      | The Diagnostic, Conceptualization, and Project Implementation for the various systems under the TOR shall be in accordance with the specification requirements under Annex B.  |

### 3.2 Maintenance Services for each system/lot:

| No | Activity                            | Particulars   |
|----|-------------------------------------|---|
| 1  | Maintenance<br>Work Plan            | The SP shall layout, design, and submit the maintenance activity schedule/plan for the whole duration of the project, including the technical support service period.   |
| 2  | System and<br>Server<br>maintenance | To ensure optimal performance and continuous operation, the SP shall regularly check the systems and cloud server health of the various Web-based Application Systems, including system updates, security patches, and other necessary upgrades during the project implementation and technical support period. |

| 3  | Backup and<br>Disaster<br>Recovery      | The SP shall create and maintain regular backups of the various Web-based Application Systems' data and implement disaster recovery measures in case of server failure or data loss.  |
|----|---|---|
| 4  | Monitoring and Performance Optimization | The SP shall regularly monitor the Web-based Application Systems' performance, identify, and fix any issues, and optimize the system application's performance to ensure optimal and continuous operation.  |
| 5  | Security                                | The SP shall Ensure the various Web-based Application Systems are secure from unauthorized access, implementing security measures such as firewalls, intrusion detection, and prevention systems.   |
|    |   | The SP shall ensure that all software components (core frameworks, JavaScript/CSS components, drivers, plugins, etc.) used are up-to-date and free from any vulnerabilities.  |
| 6  | Troubleshooting                         | The SP shall troubleshoot any issues with the web-based applications, including server or application issues, and provide quick resolution.   |
| 7  | User Support                            | The SP shall provide end-user support and respond to inquiries or issues related to web-based applications in accordance to Annex C - Incident Management for observed/notified Application issues.   |
| 8  | Continuous<br>Improvement               | The SP shall suggest and implement improvements to the web-based applications, including new features, enhancements, and optimizations.   |
| 9  | Submission of<br>Maintenance<br>Report  | The SP shall submit a maintenance report every month or immediately after the occurrence of an extra ordinary event such as but not limited to cyber-attack, outages (whether cause by human interventions or otherwise), and other similar events. |
|    |   | The Maintenance Report should cover the minimum items in Annex A - Report Guidelines.   |
| 10 | Minimum<br>Server and<br>Software       | See Annex B for specific requirements.  The End-user, in coordination with the SP and DOE-ITMS, may recommend additional or higher specifications such as expansion of virtual and on-premise storage, virtual server computing                     |

| Specification<br>Requirements | specifications and necessary subscription expansion, among others needed to achieve optimal system performance. |
|-------------------------------|---|
|                               | Refer to Figure 2 for the current back-up system for GEMP, PELP, EPOR and EFIA Systems                          |

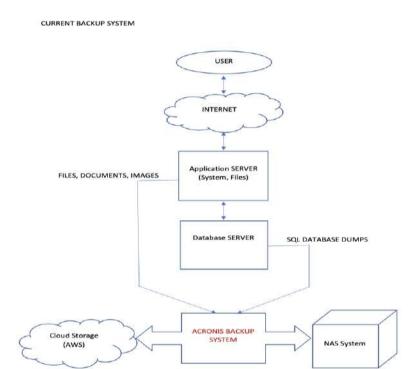


Figure 2: Current backup system for GEMP, PELP, EPOR, and EFIA Systems

3.3 System Architecture and Framework Design Enhancements, and Updating of Security Features of the various Systems.

| No. | Activity   | Particular   |
|-----|--|--|
| 1   | Design enhancement of modules, integration/developm ent of payment modules, and security features for the specific system/lot based on | The SP shall design, analyze, and develop additional modules with interactive features, computation algorithms, customizable visualizations, and other features as each System needs. These will enable users to monitor energy consumption, analyze data, and streamline processes. |
|     | the requirements<br>stated in the Detailed<br>Scope of Work.   | The SP shall design and produce accurate mock-up models of the enhanced web-based application system before the proceeding to ensure accurate and timely project execution.  Alignment of the "Look and Feel" of all web-based application systems to adhere to the                  |

common look and feel established by the DOE Portal (https://staging.doe.gov.ph) to ensure consistency and maintain the branding identity of the agency. This includes consistent design elements such as color schemes, fonts, navigation lavout. and overall visual web-based presentation all across applications. Additionally, adherence accessibility standards and responsive design principles should be ensured to provide a seamless user experience across different devices and platforms, subject to the approval of the End-user.

The SP shall enhance the payment module for each system as applicable to align with the existing online payment mechanism of the DOE in accordance with the Executive Order No. 170 or the Adoption of digital payments for government disbursements and collections.

The SP shall provide and install security measures such as the Secure Socket Layer (SSL) Certificate, DDoS Attack Prevention System, Captcha System, One-Time-Pin (OTP) security system, and other data privacy security measures aligned with the DOE Data Privacy Compliance.

For the Log-in Page for all NEECD Systems, A multi-factor authentication (MFA) method shall be implemented to enhance security by requiring users to provide multiple forms of verification for system access. The Service Provider (SP) shall implement a minimum of two (2) MFA methods, including One-Time PIN via email and Google Authenticator.

Users shall have the option to enable or disable MFA via their profiles.

As part of the registration process, users are required to provide their Mobile Number and Email Address. These details shall be verified by receiving PIN, sent to their email address, which must be entered into the registration form before completion.

Only username and password shall be the required login credentials by default. Existing users shall undergo verification of their email addresses. Upon activating their MFA option, they will be required to enter the PINs sent to their email addresses to validate the accuracy

|   |   | and legitimacy of their email addresses intended for MFA purposes.   |
|---|---|--|
|   |   | There shall be a reCAPTCHA to protect against automated attacks.   |
|   |   | All web-based application system must have an Application Programming Interface (API) for interoperability and data sharing with other stakeholders. (see Annex F – API Requirement)   |
|   |   | All web-based application systems must comply with the Data Privacy Act of 2012. (see Annex G – Data Privacy Requirements)   |
| 2 | Conduct and facilitate workshops (e.g., Requirement   | The SP shall submit minutes of the meeting on each workshop conducted.   |
|   | Elicitation Workshop,<br>User Experience<br>Workshop, among<br>others) and meetings<br>within Metro Manila<br>for the specific<br>system/lot based on<br>the requirements<br>stated in the Detailed<br>Scope of Work. | The SP shall provide necessary tools and equipment during the workshops on the enhancement of various systems for 40 DOE participants.   |
| 3 | Submit System Requirement and Design Specification (SRDS) Report for the specific system/lot based on the requirements stated in the Detailed Scope of Work.  | The SP shall submit the SRDS Report, which outlines the technical requirements and design specifications for the various web-based application systems. The report should provide a comprehensive overview of the system's functional and non-functional requirements, as well as its architectural design and technical specifications. |
|   | 23000 0. 110111.  | The SRDS Report should cover the minimum items in Annex A - Report Guidelines.   |

# 3.4 Delivery, Installation, Testing, and Deployment of the developed and updated under NEECD

| No. | Activity   | Particulars  |
|-----|--|--|
| 1   | Conduct a series of tests for the various enhanced                         | The SP shall accommodate changes and iterations based on the EU comments during this project phase using agile software development methodology. |
|     | systems based on<br>the requirements<br>stated in the<br>Detailed Scope of | The service provider (SP) must ensure that all systems undergo a Vulnerability Assessment and Penetration Testing                                |

| Work for each System/Lot. | (VAPT) conducted by an independent, certified provider approved by the Department of Information and Communications Technology (DICT). This testing should occur post-deployment in the production environment and must result in a report demonstrating the absence of critical, high, medium, or low severity vulnerabilities.  Additionally, the SP is responsible for conducting a Privacy Impact Assessment (PIA) to assess the privacy implications of the proposed information system. This assessment should cover the collection, processing, storage, and transmission of personal information within the system. The PIA should highlight potential privacy risks and vulnerabilities, along with suggesting mitigation measures to address them.  The SP shall ensure a seamless experience as far as practicable with minimal downtime, slowdowns, freezing systems, or bugs. SP must provide a report that the systems passed the following tests:  • Regression testing – ensures that recent |  |
|---------------------------|--|--|
|                           | <ul> <li>code changes have not adversely affected the existing functionality of the systems.</li> <li>Load Testing - involves simulating realworld usage by subjecting the application to a high volume of simultaneous users to evaluate its performance under heavy load.</li> <li>Stress Testing - pushes the application beyond its limits to identify the breaking point. It helps determine how the application behaves under extreme conditions, including heavy traffic and resource constraints.</li> <li>Performance Testing - focuses on measuring various performance metrics, such as response time, throughput, and resource utilization, to ensure the application functions optimally under a heavy load.</li> </ul>   |  |
|                           |  |  |

## 3.5 User Training and Acceptance

| <del>ا</del> 0. | Activity   | Particulars   |
|-----------------|--|---|
| 1               | Activity  Conduct End-User and Administrator Trainings for the enhanced systems                          | Particulars  The SP shall provide and conduct at least three (3) in-depth training for at least 20 DOE participants per system/lot. The SP shall shoulder the venue, meals, and training materials.  The SP shall provide 5 units of Trainer Kit Devices for each Web-based Application System during the training and workshops for the enhancement of the various systems under this contract. The Training Kit Device must be able to handle simple and complex processes of the system, such as accessing the web-based application, issuing sets of actions, and recognizing and validating QR codes, among others. Minimum specifications are as follows:                                   |
| 0               | Cubaria sia sa a C MA I  | Processor: 8 CPU core 1.8GHz - 3.19 GHz, 800 Mhz GPU core Memory: 12 GB DDR 4 or higher Storage: 512 GB Ports: USB Type-C Camera: 12 MP Display: 11-inch, 1,800 x 2,880 pixels  |
| 2               | Submission of Webbased Application System Manuals and instructional AVP materials                        | The SP shall develop and submit procedural manuals on the various systems including updated instructional AVPs for each system, subject to the approval of the EU.  |
| 3               | Submission of all required documents: source code, documentation, and account credentials, among others. | 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 contract duration.  The SP shall include in the Terminal Report, the After Sales Certification and other necessary documents for the whole duration of the technical support.  The Terminal Report should cover the minimum items in Annex A - Report Guidelines.  Submission of all required documents/artifacts: source codes, User and Administrator Manuals, Instructional AVP Materials, API Specifications, Database Documentation, server/database/account |

#### 4 DETAILED SCOPE OF WORK

The detailed scope of work will be a comprehensive and thorough description of the requirements, tasks, activities, and deliverables that are expected to be completed for each system/lot. This will serve as a roadmap for all parties involved, providing clarity on the specific requirements, timelines, resources, and quality standards. Please see Annex B for the complete details.

#### 5 SERVICE PROVIDER QUALIFICATIONS

The Service Provider should have the following qualifications:

General Qualification for the Service Provider:

- 5.1 Should have a track record and experience of at least (6) years relative to Information and Communication Technology (ICT) services such as website system development and management, cloud computing services, data warehousing, and data science analytic services, among others. In this regard, The SP shall submit a very satisfactory rating from previous engagements with the government, civil society, or the private sector.
- 5.2 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.
- 5.3 The SP must demonstrate/present their previous or ongoing projects utilizing three (3) environments, namely, development, staging, and production.

### Specific Qualification per System/Lot for the Service Provider:

The SP should submit the Curriculum Vitae of the project team engaged. The following is the minimum composition of the development team:

### 5.4 For PELP System

- One (1) Project Director/Manager:
  - Three (3) years of experience in project management, including planning, execution, and delivery.
  - Knowledge of project management methodologies such as Agile, Waterfall, and others (provide proficiency certifications/proof).
  - Familiarity with project management tools and software (provide proficiency certifications/proof)
- One (1) Quality Assurance Analyst:
  - Bachelor's degree in computer science, software engineering, or a related field
  - Three (3) years of experience in software development life cycle (SDLC) and quality assurance principles, designing and executing test cases, identifying defects, reporting issues, and using automated testing tools (provide proficiency certifications/proof).

- One (1) 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 in visualization and data analytic software such as (provide proficiency certifications/proof):
    - Visualizations and Dashboards: Tableau Desktop Specialist
    - Data Analytics: Rapid Miner or equivalent
    - Data Integration & Data Management: Talend Data Integration Developer or equivalent
    - Data Storage and Warehousing: Snowflake SnowPro Core Certification or equivalent
- One (1) Front-End Developer (UI/UX):
  - Bachelor's degree in computer science, software engineering, or a related field
  - Three (3) years of experience in front-end development languages, such as PHP, HTML, CSS, and JavaScript, developing responsive and user-friendly web interfaces, and experience in front-end frameworks and libraries such as React, Angular, Vue.js, and equivalent (provide proficiency certifications/proof).
- One (1) Database Administrator:
  - Bachelor's degree in computer science, information technology, or a related field
  - Three (3) years of experience in database administration and management with knowledge of database management systems such as MySQL, Oracle, SQL Server, or equivalent (provide proficiency certifications/proof).

### 5.5 For GEMP, DEOS and EPAR

- Three (3) Project Managers (one for each system)
  - Master's Degree in Information Technology (Completed or Ongoing) (For DEOS Only)
  - Acquired certification as a Project Management Professional (PMP) issued by the Project Management Institute (PMI). PMI is the world's leading association for project, program, and portfolio management professionals. (For DEOS Only)
  - Acquired certification as a Certified Associate in Project Management (CAPM) issued by the Project Management Institute (PMI). (For DEOS Only)
  - o Graduate of any Bachelor's degree (3) years of working experience.
  - Proficiency in project management methodologies (Agile, Waterfall, etc.), tools (such as Jira, Asana, Trello), and techniques to effectively plan, execute, monitor, and close projects within scope, budget, and schedule.
  - A solid understanding of information technology, systems, and software development processes to comprehend project requirements and effectively communicate with technical teams.

- Three (3) User Interface and User Experience (UI/UX) Designers (one for each system)
  - o Graduate of any Bachelor's degree
  - Master's Degree in Digital Communications (Completed or Ongoing) (For GEMP Only)
  - o Graduate of any Bachelor's degree
  - o Basic understanding of HTML, CSS, and JavaScript
  - Proficiency in graphic design tools like Adobe XD, Sketch, Figma, or similar software to create visually appealing and functional interfaces.
  - Ability to create wireframes, mockups, and prototypes to visualize and iterate on design concepts before implementation.
- Three (3) Quality Assurance Engineers (one for each system)
  - o Graduate of any Bachelor's degree
  - Comprehensive knowledge of software development methodologies (Agile, Waterfall, etc.) and the ability to work within these frameworks to ensure quality standards are met throughout the development process.
  - Proficiency in various testing types including functional testing, regression testing, performance testing, usability testing, and others, using tools like Selenium, JUnit, TestNG, or similar test automation frameworks.
- Three (3) Full Stack Developer (one for each system)
  - o Bachelor's degree in computer science or engineering.
  - o (8) years of working experience.
  - Proficiency in front-end languages like HTML, CSS, and JavaScript to create user-friendly and visually appealing interfaces.
  - Knowledge of modern frameworks and libraries like React, Angular, or Vue.js.
  - Competence in server-side programming languages such as Node.js, Python (Django/Flask), Ruby on Rails, Java (Spring Boot), or PHP (Laravel) to handle server-side logic and database interactions.
- Three (3) Front End Developers (one for each system)
  - o Bachelor's degree in computer science, or engineering.
  - Proficiency in front-end languages like HTML, CSS, and JavaScript to create user-friendly and visually appealing interfaces.
  - Knowledge of modern frameworks and libraries like React, Angular, or Vue.js.
- One (1) ISO 27001 Technical Consultant (For DEOS System only)
  - Bachelor's degree in computer science, or engineering.
  - Certification in ISO 27001 or other relevant information security standards
  - o (3) years of working experience
  - Provide technical consulting services for ISO 27001 compliance with knowledge of information security risk assessment and management.

#### **6 PROJECT DURATION**

6.1 The SP must accomplish the items in this TOR within six (6) months upon the receipt of the Notice to Proceed (NTP) with the provision of six (6) months for Technical and System Maintenance Support. The Department shall acknowledge project completion by submitting/approving the Project Completion Acknowledgement Form.

#### 7 LIQUIDATED DAMAGES

7.1 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 as provided under the rules of RA 9184, its IRR, and other related issuances.

#### 8 RESPONSIBILITIES

8.1 In addition to the responsibilities stated in the Bidding Documents:

The Service Provider shall:

- a. Coordinate with the End-user as required.
- b. Ensure timely delivery of outputs.
- c. Provide all necessary equipment and manpower needed for the completion of the Project
- d. Shoulder the cost of conducting training, excluding travel expenses and other costs associated with the completion of the Project
- e. Undertake a Non-Disclosure Agreement for all Systems in line with the DOE Data Privacy Policy.
- f. Provide six (6) months of maintenance and technical support after the six (6) months project implementation period. The Technical support includes but is not limited to:
- Server Management of all systems
- 24/7 support on System bug and error correction
- Support on Data migration
- Support on database switching to the on-premise backup system in case the cloud server fails.
- For other maintenance services to ensure optimal performance, the SP shall regularly check the systems and cloud server health of the various Web-based Application Systems, including system updates, security patches, and other necessary upgrades during the project implementation and technical support period (6 months of technical support after the 6 months of the project implementation period)
- Other technical consultations.

### 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 of the Project.
- c. Conduct briefings to the Project team on all EUMB-related programs and projects; and
- d. Determine the acceptability of the deliverables.

#### 9 OWNERSHIP

9.1 ALL MATERIALS, EQUIPMENT, AND SOFTWARE SYSTEMS INCLUDING THE SOURCE CODES 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.

### 10 TERMS

- 10.1 Prices quoted shall be firm, irrevocable, and not subject to any change whatsoever, even due to the increased cost of components and fluctuations in foreign change rates and excise duties. This is a fixed-price contract any additional cost is not allowed.
- 10.2 The SP must provide a Bill of Materials for all software licenses (perpetual), annual subscriptions, ICT hardware, services, etc., as part of its financial bid. See Annex E for the sample template.
- 10.3 Progress payments will be released only upon issuance of the Certificate of Acceptance from the End-user.a

### 11 GENDER SENSITIVITY

11.1 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 objectives. It also outlines the scope of the inception report and the methodology that will be used to gather information and analyze the data.   |
| Background   | This section provides context for the project by outlining any relevant background information. This may include information about the policy direction, the current system situation or problem that the project is designed to address, and any previous work that has been done on the project.  |
| Project<br>Description                                   | This section provides a detailed project description, including its objectives, goals, and activities. It should also include information about the project team and any stakeholders/end-users involved.   |
| Assessment<br>of end-user<br>and<br>Stakeholder<br>Needs | <ul> <li>This section outlines the needs of end users and various stakeholders involved in the project. This may include information about the project's beneficiaries and any other groups or individuals affected by the project.</li> <li>Current State Analysis: <ul> <li>Thorough Examination of Design: Undertake an exhaustive review of the existing website's design, scrutinizing every element for aesthetic appeal, user engagement, and adherence to latest design standards.</li> <li>Feature Analysis: Conduct a detailed examination of each feature, dissecting its functionality, user interface, and overall contribution to the user experience.</li> <li>Performance Evaluation: Rigorously assess the website's performance metrics, leaving no stone unturned in the pursuit of identifying bottlenecks, load time issues, and areas for improvement.</li> </ul> </li> </ul> |
| Risks and<br>Assumption<br>s                             | <ul> <li>This section identifies any risks associated with the project and outlines the assumptions made in the design. This can help to identify potential challenges that may arise during project implementation.</li> <li>Data Structures Review: <ul> <li>Comprehensive Structure Identification: Delve deep into the underlying data structures, meticulously mapping out every entity and attribute that contributes to the website's data architecture.</li> <li>Dependency Assessment: Scrutinize the intricate dependencies between data elements, ensuring a thorough understanding of how various components interact with each other.</li> <li>Complexity Analysis: Evaluate the complexity of existing data structures, discerning intricate relationships and dependencies that may pose challenges during migration.</li> </ul> </li> </ul>   |
| Monitoring<br>and<br>Evaluation                          | This section outlines the monitoring and evaluation plan for the project. This may include information about the indicators that will be used to  |

|                                   | measure project progress and success and the methods used to collect and analyze data.   |
|-----------------------------------|--|
|                                   | <ul> <li>Database listing:</li> <li>Detailed Table Enumeration: Enumerate each and every database table employed in the current system, leaving no table unaccounted for.</li> <li>Relationship Documentation: Document the relationships between different tables with surgical precision, elucidating the nuanced connections that form the backbone of the database.</li> <li>Holistic Overview: Present a holistic overview of the database</li> </ul>   |
|                                   | Holistic Overview: Present a holistic overview of the database landscape, offering a comprehensive listing that serves as a crucial reference point for subsequent migration planning.   |
| Implementat ion Plan and Timeline | This section outlines the plan for project implementation, including timelines, budgets, and responsibilities for each project team member.  |
|                                   | <ul> <li>Strategic Engagement:</li> <li>Key Stakeholder Identification: Identify and engage with key stakeholders, including executives, department heads, and endusers, ensuring representation from all relevant sectors.</li> <li>Interactive Workshops: Facilitate interactive workshops (1-2x a week) and collaborative sessions to solicit detailed insights into existing data requirements, challenges, and areas for improvement.</li> </ul>  |
|                                   | <ul> <li>User Feedback Sessions: Conduct user feedback sessions (2-3x a<br/>week) to gather firsthand experiences and expectations, fostering<br/>a user-centric approach.</li> </ul>  |
|                                   | <ul> <li>Communication Plan:</li> <li>Downtime Anticipation: Anticipate potential downtime during critical phases of data migration, meticulously identifying key milestones where downtime may be unavoidable.</li> <li>Proactive Communication: Develop a proactive communication plan that clearly outlines the timeline, expected downtime, and reasons for each phase of the data migration process.</li> <li>Stakeholder Engagement Channels: Utilize various communication channels such as official emails, newsletters, and dedicated meetings to disseminate information, ensuring stakeholders are well-informed at every stage.</li> </ul> |
| Conclusion                        | This section summarizes the key findings of the inception report and provides recommendations for the next steps in the project planning process.  |

# 2. Maintenance Report minimum items

| Section  | Particulars   |
|----------|---|
| Overview | Start with an overview of the system, including its purpose and the services it provides. |

| Maintenance activities    | Describe the maintenance activities performed, including any updates or upgrades to the system. Be sure to include the date and time of each activity. |
|---------------------------|--|
|                           | Security and Compliance:   |
|                           | Compliance Assurance: Ensure that data migration processes comply with data protection and privacy regulations.  |
|                           | <ul> <li>Security Measures: Implement security measures to protect<br/>data during the migration process.</li> </ul>                                   |
|                           | Launch and Post-Launch Support:  |
|                           | <ul> <li>Controlled Migration: Plan for a controlled data migration<br/>process during the website launch.</li> </ul>                                  |
|                           | Post-Launch Support: Provide support and address any data-<br>related issues that may arise post-launch.   |
| Issues encountered        | Describe any issues encountered during the maintenance process, including any errors or warnings that were encountered.                                |
| Resolution                | Describe how each issue was resolved, including any system changes or additional actions taken.  |
| Performance and stability | Evaluate the performance and stability of the system before and after maintenance. Include any metrics or data that can support your assessment.       |
| Recommendati<br>ons       | Make recommendations for future maintenance activities, including any preventive maintenance that may be necessary to avoid issues in the future.      |
| Conclusion                | Summarize the report and provide any final thoughts or recommendations.  |

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

| Section      | Particulars   |  |
|--------------|---|--|
| Introduction | This section should provide an overview of the report's purpose and |  |
|              | the software system being developed.                                |  |

### This section should outline the functional and non-functional Requirements requirements for the software system. This may include details about the system's features, user interface design, performance, security, and other technical specifications. Feature Identification and Prioritization: In-Depth Feature Analysis: Conduct a detailed analysis of existing functionalities, dissecting each feature to understand its purpose, relevance, and user impact. This involves a meticulous review of both frontend and backend functionalities. Stakeholder Input: Solicit input from key stakeholders to identify critical functionalities and features that need enhancement, modification, or introduction. Prioritize features based on their alignment with organizational goals and user needs. Architecture This section should describe the overall architecture and design of the software system. This may include details about the system's modules, interfaces, data storage, and other technical aspects. Technology Upgrade and Integration: Technological Evaluation: Assess the current technological stack supporting the website's functionalities. Identify outdated technologies or plugins that require upgrading to ensure optimal performance and security. Third-Party Integration: Explore opportunities for integrating third-party tools or services that can enhance the overall functionality of the website. Evaluate compatibility and ensure seamless integration. System Design This section should describe the system design, including the system's data flow, algorithms, and any relevant diagrams or flowcharts. Design Alignment: Holistic Design Evaluation: Undertake an exhaustive and meticulous evaluation of the new design requirements, leaving no facet un-scrutinized. Ensure that every design element aligns seamlessly with the overarching objectives of the website improvement, encapsulating not just aesthetic considerations but also a deep understanding of each system expectations and DOE goals. Data Presentation Harmony: Delve into the intricacies of data presentation within the new design, meticulously examining how data is visualized and communicated to end-users. Guarantee a harmonious integration of data presentation elements, ensuring clarity, accessibility, and a consistent visual language. Iterative Prototyping: Implement an iterative prototyping process that goes beyond superficial mockups. Provide

stakeholders with tangible prototypes, allowing for immersive

|                     | exploration and feedback on design elements, fostering a collaborative refinement process.  |  |
|---------------------|---|--|
| Implementation Plan | This section should outline the plan for implementing the software system, including details about the development process, testing, and deployment.  User Experience during Migration: Seamless Transition Planning: Develop an intricate and thorough plan for ensuring an uninterrupted user experience throughout the entirety of the data migration process. Anticipate potential challenges and devise meticulous strategies to mitigate disruptions, thereby safeguarding user satisfaction. User-Centric Communication: Craft a communication strategy that revolves around the user, articulating changes, anticipated downtime, or alterations in functionalities with clarity and empathy. Provide users with step-by-step guidance on navigating through the transitional phases, ensuring a sense of reassurance and transparency. User Feedback Loops: Establish and maintain real-time user feedback loops during the migration process. This involves not only a one-way communication strategy but a dynamic, iterative approach where user responses are actively solicited and incorporated, ensuring that their evolving needs are not only acknowledged but also prioritized.  Quality Assurance and Testing: Comprehensive Testing: Conduct thorough testing of each functionality to identify and address any bugs, inconsistencies, or performance issues. Perform unit testing, integration testing, and user acceptance testing to ensure the robustness of the updated functionalities. User Feedback Integration: Integrate user feedback into the testing process, addressing reported issues and refining functionalities based on real-user experiences.  Performance Optimization: Optimization Strategies: Optimize data migration processes to minimize downtime and ensure a smooth transition. Performance Testing: Test and optimize the performance of the new system with migrated data. |  |
|                     | the old system to the new one.  |  |

| _ | <br>   |  |
|---|--|--|
|   | <ul> <li>Execution: Execute the data migration process, keeping a close<br/>eye on data integrity and accuracy.</li> </ul>   |  |
|   | Testing  |  |
|   | <ul> <li>Thorough Testing: Conduct thorough testing of the migrated data to identify and resolve any inconsistencies.</li> <li>Data Validation: Perform data validation tests to ensure</li> </ul> |  |
|   | accuracy and completeness.   |  |
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| Risks and<br>Mitigation<br>Strategies | This section should identify any potential risks or challenges associated with the development and implementation of the software system and provide strategies for mitigating these risks.   |  |
|---------------------------------------|---|--|
|                                       | Contant Assessment  |  |
|                                       | <ul> <li>Content Assessment:</li> <li>Comprehensive Content Audit: Execute a comprehensive audit of the existing content, to all the website pages. Evaluate the relevance, accuracy, and effectiveness of each component,</li> </ul>   |  |
|                                       | ensuring that every piece aligns with the strategic goals of the client.  |  |
|                                       | <ul> <li>Migration Strategy Development: Develop a meticulous<br/>strategy for content migration, delineating how each element<br/>will transition from the old structure to the new. Prioritize<br/>content based on significance, ensuring a systematic and<br/>logical migration process.</li> </ul>   |  |
|                                       | Issue Resolution:   |  |
|                                       | <ul> <li>Proactive Issue Identification: Implement mechanisms for<br/>proactive issue identification by closely monitoring content-<br/>related elements throughout the migration process. Anticipate<br/>potential challenges and discrepancies before they escalate,<br/>demonstrating a commitment to minimizing disruptions.</li> </ul>                             |  |
|                                       | <ul> <li>Dynamic Issue Addressal: Develop a dynamic and responsive<br/>approach to issue resolution, swiftly identifying and addressing<br/>any content-related issues that may surface during migration.<br/>Collaborate with content creators, editors, and stakeholders to<br/>implement timely solutions, ensuring the seamless flow of<br/>information.</li> </ul> |  |
| Conclusion                            | This section should summarize the essential findings and outcomes of the report and highlight any critical takeaways or recommendations.  |  |
|                                       |   |  |
|                                       |   |  |

# 4. 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 taken to develop the web-based application system. This may include details about the development tools and programming languages used and any testing or quality assurance processes employed.                      |
| Results             | This section should provide a summary of the key outcomes of the project. This may include details about the web-based application system's functionality, any identified issues, and any improvements or enhancements made during the development process.    |
| Bill of Materials   | This section will provide the Bill of Materials for all software licenses (perpetual), annual subscriptions, ICT hardware, services, etc   |
| Recommendati<br>ons | This section should outline any recommendations for future improvements or enhancements to the web-based application system. This may include suggestions for additional functionality, improved user interface design, or better performance and scalability. |
| Conclusion          | This section should summarize the essential findings and outcomes of the project and highlight any critical takeaways or lessons learned.  |

# ANNEX B: System Process Flow, Framework, and Requirements Lot 1: Philippine Energy Labeling Program (PELP) System

### **Existing Features and Functionalities:**

### PELP System version 2:

### 1. Log-in Landing page

### 2. Company Registration Module

- 3. Product Registration
- 4. Energy Label and Equivalent Issuance Module
- 5. Payment Module (Creation of Order of payment)
- 6. Report Generation Module
- 7. Admin Module

### PELP System version 3:

### 1. Log-in Landing page

### 2. Company Registration Module

- Dynamic Product Inventory Module
- Product Registration with Energy Label and Equivalent Issuance Module
  - Linked to Dynamic Product Inventory Module
  - Update on Chat system (two-way chat)
- 4. Payment Module (Creation of Order of payment)
  - Utilized Ticket or Credit System for Bulk payments
- 5. Report Generation Module
- 6. My Task Module
  - Process ownership mechanism
- 7. Admin Module
  - Light/Dark Mode
  - Profile Update
  - User Settings

# Features and Functionalities for Enhancement and Other ICT Services:

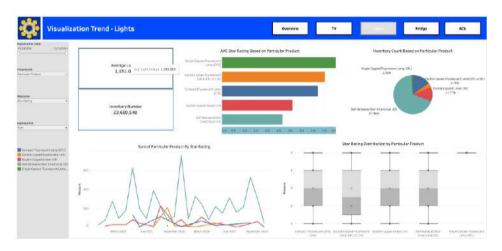
- 1. PELP System Version 3 Inventory Data Transformation
  - a. Transform PDF files of the PELP Company Inventory Reports into the Dynamic Product Inventory Module Database.
    - Approximately 150 Registered Companies with an average of 160 pages of Inventory Reports in PDF for each company.
  - b. Process, consolidate, and remove duplicate data
  - c. Sort inventory data based on the updated Inventory Report.

- 2. Data Scrubbing, Migration, and Validation
  - a. Migrate the transformed Inventory Report Data to the updated Inventory Report Module in the PELP System ver. 3
  - b. Clean, consolidate, and migrate Product Registration data from PELP System Version 2 to Version 3 (around 8,000 entries with approximately 30 data fields per entry)
  - c. Validate all migrated data and ensure information integrity
  - d. Note: this is a one-time data scrubbing and migration process. This aims to facilitate the full transition from the old System to the updated PELP System.
- 3. Integration of PELP Data Analytic Toolkit
  - a. Facilitate real-time database connection from the PELP system to the PELP Data Analytic Toolkit. The existing toolkit comprises of software:
    - o Tableau Visualization
    - o Rapid Miner
    - Snowflake
    - Talend









### 4. Enhancement/development of modules

- a. PELP Summary Report Generation
- b. PELP Product Registration Report Generation
- c. PELP Company (ECP&RTL) Registration Report Generation
- d. EMV Report Generation
- e. Addition of 2 products entry to the Product Registration process
- f. Other UI improvements to be discussed during the inception phase
- 5. Minimum Server and Software Specification Requirements
  - a. Cloud (Virtual) Server Minimum Requirements (for 12 months):

AWS Cloud Server for PELP System (Application)

OS platform: Linux/Unix

CPU: 4-Core CPUs

RAM: 8GB memory

Storage: 300 GB (expandable as the need arises within the

contract duration)

AWS Cloud Server for PELP (Database)

OS platform: Linux/Unix

CPU: 4-Core CPUs

RAM: 8GB memory

Storage: 100 GB (expandable as the need arises within the

contract duration)

AWS Cloud Server for Rapid Miner, Snowflake, and Talend

OS platform: Windows

CPU: 4-Core CPUs

RAM: 16GB memory

Storage: 300 GB (expandable as the need arises within the

contract duration)

- b. General Software Subscription Requirements (for 12 months)
  - b.1. Google Map API (1 license)
  - b.2. SMS two-factor authentication (1 license)
  - b.3. IONCube or equivalent (1 license)
  - b.4. PDF creator (1 license)
  - b.5. Google Account Premium for Email API (1 license)
  - b.6. BI online software (1 license)
  - b.7. TrendMicro security for cloud server or equivalent (1 lice
  - b.8. Acronis Backup Solution or equivalent (1 license)
  - b.9. 1 TB AWS Cloud Storage (1 license)
  - b.10. Tableau Visualization (1 license)
  - b.11. Rapid Miner (1 license)
  - b.12. Snowflake (1 license)
  - b.13. Talend (1 license)
- c. On-premise backup cold Storage Upgrade as agreed during the in (Network Attached System – NAS)

### **Lot 2: Government Energy Management Program System**

#### A. MODULES

### **Existing Features and Functionalities:**

- 1. User Acknowledgement Modules, consists of
  - a. Landing Page
  - b. Privacy Policy
  - c. Terms and Conditions
  - d. Error 404 Page
- 2. User Authentication Modules consists of
  - a. Signup
  - b. Login
  - c. Reset Password
- 3. GE Dashboard Modules consists of
  - a. Add New EMA
  - b. Add New Building
  - c. Add New ECF
  - d. Add New EGF
  - e. Add New Vehicle

# Features and Functionalities for Enhancement and Other ICT Services:

### **Government Entity (GE) / Client Side**

### 1. EEC Issuances

### 01 Add EEC Issuance

Implementing user-friendly functionalities to add issuance related to energy-efficiency and conservation practices and policies.

### 2. Directory of Officials

# O1 Head of Agency/EEC Officer/EEC Focal Person/EEC Coordinator

Establishing a comprehensive directory of key officials and their respective roles to the implementation of GEMP.

# O2 Add Head of Agency/EEC Officer/EEC Focal Person/EEC Coordinator

Implementing user-friendly functionalities to add new officials and enhance the organizational structure. As well as the creation of login credentials for each officials utilizing the GE

|    | Account.   |
|----|--|
| 03 | View/Edit Head of Agency/EEC Officer/EEC Focal Person/EEC Coordinator  |
|    | Providing a flexible feature for GE users to modify existing officials information according to changing requirements.   |
|    | 3. Electricity Meter/Account   |
| 01 | Electricity Meter/Account  |
|    | Establishing a comprehensive list of registered electricity meter/s.   |
| 02 | Add Electricity Meter/Account  |
|    | Enabling users to effortlessly add new electricity meter accounts.   |
| 03 | Edit Electricity Meter/Account   |
|    | Providing a flexible feature for users to modify existing account meter details according to changing requirements.  |
|    | 4. Motor Vehicles  |
| 01 | Service Vehicle (Fuel/Electric/Special)  |
|    | Establishing a comprehensive list of registered service vehicle/s and their respective type. Vehicle types are categorized by the following:   |
|    | <ul> <li>Fuel – Diesel and Gasoline Vehicles</li> <li>Electric – Battery, Hybrid, and Pure Hybrid Electric Vehicles</li> <li>Special – Heavy Equipment, Aerial, and Marine Vehicles</li> </ul> |
| 02 | Add Vehicle Specifications (Fuel/Electric/Special)   |
|    | Introducing a feature to seamlessly add diesel-powered or gasoline-powered vehicle/s to the system.  |

| 03 | View Vehicle Specifications (Fuel/Electric/Special)  |
|----|--|
|    | Displaying comprehensive specifications for diesel/gasoline vehicle/s for enhanced information access. |
|    |  |
| 04 | Edit Vehicle Specifications (Fuel/Electric/Special)  |

### 5. Consumption

|    | o. consumption  |  |
|----|---|--|
| 01 | Electricity   |  |
|    | Implementing a robust tracking and management system for monitoring and submitting electricity consumption data.  |  |
| 02 | Fuel (Diesel/Gasoline)  |  |
|    | Implementing a robust tracking and management system for monitoring and submitting monthly fuel consumption data, odometer readings (start/end), and distance travel. |  |
| 03 | Electricity Import via CSV  |  |
|    | Enhancing data management capabilities by allowing the import of consumption data through CSV files.  |  |
| 04 | Fuel (Diesel/Gasoline) Import via CSV   |  |
|    | Enhancing data management capabilities by allowing the import of fuel consumption data through CSV files.   |  |

## 6. Buildings

| 01 | Building/Facilities  |
|----|--|
|    | Establishing a comprehensive registry of all registered buildings and facilities, including the following data:  • Installed electricity meter/account number  • Gross Floor & Air-conditioned Area (m²)  • Total number of occupants  • No. of floors  • Year Established/Erected |

| 02 | Add Building  |
|----|---|
|    | Facilitating the expansion of the system by providing a user-friendly mechanism to add GE's building profile to the system.   |
| 03 | Add Facilities  |
|    | Enhancing the system's flexibility by allowing the addition of GE facilities specifically for Streetlights, Electric Vehicle Charging Station (EVSC), and Renewable Energy (RE) Facilities, contributing to comprehensive data management.  |
| 04 | Edit Building/Facilities  |
|    | Allowing authorized personnel to efficiently modify details of registered building and facilities   |
|    | 7. Inventories  |
| 01 | Office Inventory Establishing a complete and accurate inventory registry that lists all registered items and their exact locations of the following:  • Air-conditioning Units • Refrigerating Units • Lighting System  • Lighting System (Office and Perimeter)  • Lighting System (Streetlights) • Television • ICT Equipment • Other Electricity Consuming Equipment |
|    | Other Fuel Consuming Equipment  |
| 02 | Add Inventory   |
|    | Introducing a feature to seamlessly add inventories to the system.  |
| 03 | Edit Inventory  |
|    | Allowing authorized personnel to efficiently modify details of registered inventory   |
| 04 | Inventory Import via CSV  |
|    | Enhancing data management capabilities by allowing the import of inventory through CSV files.   |

| 8. Electricity Generation |  |  |
|---------------------------|--|--|
| 01                        | RE Facilities Electricity Generation   |  |
|                           | Implementing a robust tracking and management system for monitoring and submitting electricity generation data of RE Facilities. |  |
| 02                        | Electricity Generation Import via CSV  |  |
|                           | Enhancing data management capabilities by allowing the import of electricity generation data through CSV files.                  |  |
| 03                        | Other Electricity Generation   |  |
|                           | Implementing a robust tracking and management system for monitoring and submitting electricity generation data.                  |  |

### 9. Base Year Period

| 01 | Electricity   |
|----|---|
|    | Implementing a robust tracking system for monitoring generated cost reduction based on submitted electricity consumption per each meter/account registered to the system. |
| 02 | Fuel (Diesel/Gasoline)  |
|    | Implementing a robust tracking system for monitoring generated cost reduction based on submitted fuel consumption per each service vehicle/s registered to the system.    |

| 10. Reports |   |  |
|-------------|---|--|
| 01          | Generate Reports  |  |
|             | Establishing a comprehensive list of ALL registered information submitted by the GE users. Should include number, list, and details of the following:  • Profile of Government Entity  • Directory of Officials  • EEC Issuance/s  • Electricity Meters/Accounts  • Service Vehicles  • Electricity Consumption |  |
|             | Fuel Consumption  |  |
|             | Building and Facilities   |  |
|             | <ul> <li>Inventories</li> </ul>   |  |
|             | Electricity Generation  |  |

## 11. Energy Audit/Spot Checks

| 01 | Energy Audit/Spot Checks Report  |
|----|--|
|    | Shows the details and summary of energy audits and spot checks conducted to the Government Entity. |

## Administrator (Admin) Side

## 1. User Authentication

| 01 | Login Page  |
|----|---|
|    | Implementing a secure login mechanism for Admin user access, ensuring a robust authentication process.    |
| 02 | Reset Password  |
|    | Providing a user-friendly interface for password reset requests, enhancing user account security.         |
| 03 | Session Timeout   |
|    | Managing the duration of Admin user sessions to enhance security and protect against unauthorized access. |

| 04 | System Users   |
|----|--|
|    | Facilitating Admin user account creation with a seamless registration process. |

### 2. User Dashboard

| 2. User Dashibuaru |  |
|--------------------|--|
| 01                 | Profile Page   |
|                    | Designing an informative profile page displaying Admin profile and roles to the management of the system.  |
| 02                 | Edit Profile   |
|                    | Allowing Admin user the ability to customize their profiles through a comprehensive editing feature.   |
| 03                 | Dashboard  |
|                    | Creating a centralized and intuitive dashboard for Admin users to access relevant information and functionalities.   |
| 04                 | Global Setting   |
|                    | This function allowing Admin users to modify variable values related to the computation of Electricity Cost per Year and CO <sup>2</sup> Emission per year |

## 3. User Acknowledgement

| 01 | Privacy Policy Page  |
|----|--|
|    | Ensuring transparency by providing access to and acknowledgment of the privacy policy.             |
| 02 | Terms and Conditions Page  |
|    | Promoting Admin/GE user awareness and agreement to platform terms and conditions.                  |
| 03 | Error 404 Page   |
|    | Enhancing Admin/GE user experience with a user-friendly error page for handling navigation errors. |

| 04 | GEMP Landing Page   |
|----|---|
|    | Creating an engaging landing page for the GEMP system to welcome and inform Admin/GE users. |

### 4. GE Filter

| 4. GE Filter |  |
|--------------|--|
| 01           | Filter GE  |
|              | Establishing a comprehensive and robust list of ALL registered GE with summarized information, allowing Admin users to sort by required details. |
| 02           | View/Edit GE Profile   |
|              | Allowing Admin user the ability to view, edit, and delete GE's information.  |
| 03           | Delete GE Profile  |
|              | Allowing Admin user the ability to delete the registered GE.   |
| 04           | Visualization Map  |
|              | Visualization of GE location.  |
| 05           | Export/Print Output  |
|              | This function allowing Admin users to export/print filtered GE data.   |

### 5. Base Year Period

| 01 | Filter GE  |  |  |
|----|--|--|--|
|    | Establishing a comprehensive and robust list of ALL registered GE specifically on the generated savings, allowing Admin users to sort by required details. |  |  |
| 02 | View Base Year Period  |  |  |
|    | Allowing Admin user the ability to view the generated cost reduction per electricity account/meter and service vehicle.                                    |  |  |

| 03 Change Base Year Period |    |  |
|----------------------------|----|--|
|                            |    | Allowing Admin user the ability to change base year period and recompute generated cost reduction per electricity account/meter and service vehicle. |
|                            | 04 | Generate Energy Efficiency Cost Reduction (EECR) Report  |
|                            |    | This function allowing Admin users to export/print generated cost reduction by the GE.   |

### 6. Generate Report

## 01 Filter GE Establishing a comprehensive and robust list of ALL registered GE with summarized information, allowing Admin users to sort by required details. 02 **Generate Reports** Establishing a comprehensive list of ALL registered information submitted by the ALL GEs, allowing Admin to Export/Print generated report. Should include number, list, and details of the following: Profile of Government Entity **Directory of Officials** EEC Issuance/s **Electricity Meters/Accounts** Service Vehicles **Electricity Consumption Fuel Consumption Building and Facilities** Inventories **Electricity Generation**

### Other Tasks

### 01 Staging & Production Environment

- Create a separate staging environment where the developer and client can freely test system's features and functionalities without altering the production data.
- Deploy in the production environment only the working features and functionalities that have passed the quality assurance testing.

### 7. Minimum Server and Software Specification Requirements

a. Cloud (Virtual) Server Minimum Requirements (for 12 months):
 AWS Cloud Server for GEMP System (Application)

OS platform: Linux/Unix

CPU: 4-Core CPUs

RAM: 8GB memory

Storage: 300 GB

AWS Cloud Server for GEMP (Database)

OS platform: Linux/Unix

CPU: 4-Core CPUs

RAM: 8GB memory

Storage: 100 GB (expandable as the need arises within the

contract duration)

- b. General Software Subscription Requirements (for 12 months)
  - b.1. Google Map API (1 license)
  - b.2. SMS two factor authentication (1 license)
  - b.3. IONCube or equivalent (1 license)
  - b.4. PDF creator (1 license)
  - b.5. Google Account for Email API (1 license)
  - b.6. BI online software (1 license)
  - b.7. TrendMicro security for cloud server (1 license)
  - b.8. Acronis Backup Solution (1 license)
  - b.9. 1 TB AWS Cloud Storage (1 license)
- c. On-Premise Back-up Cold Storage Upgrade (as agreed during the phase)

# Lot 3: Designated Establishment Online Submission System Existing Features and Functionalities:

- 1. User Authentication Module
  - a. Signup
  - b. Login
  - c. Reset Password
- 2. Dashboard Page
  - a. Add new DE
  - b. Add Enterprise
- 3. Manage DE
  - a. Edit information

# Features and Functionalities for Enhancement and Other ICT Services:

### a. User Authentication

|    | <del>,</del>  |
|----|---|
| 01 | Personal Information Page   |
|    | Requirements  |
|    | <ul> <li>Login link should redirect to Login page</li> <li>First Name, Last Name field should: <ul> <li>NOT accept special characters except</li> <li>dot(.)</li> <li>enye(ñ)</li> <li>dash(-)</li> </ul> </li> <li>Can accept spaces.</li> <li>Maxchar of 30 chars each field.</li> <li>NOT accept numbers</li> </ul> <li>Gender field is a dropdown with values: <ul> <li>Female</li> <li>Male</li> </ul> </li> <li>Birthdate field <ul> <li>accepts format MM/DD/YYYY (ex. 01/02/2023) .</li> <li>Should be integrated with a calendar widget.</li> </ul> </li> <li>Mobile Number accepts 10 digit number only</li> <li>Continue button, upon clicking, all mentioned fields should be validated (FE validation. Can be input mask/other lib) before going to next step</li> |
| 02 | Company Information Page  |
|    | Overview:   |
|    | <ul> <li>The users of the DE website are the EE practitioners (CECO, CEM, CEA).</li> <li>Since the government will mandate the DEs to sign</li> </ul>   |

up in the website and only EE practitioners are allowed to use the website, The DE has the option to either:

- Train one of their existing Electrical Engineer (or anyone employed) to get the license of EE practitioner. (Company information should be the same DE information)
- Or just hire an outside help from either:
  - an individual freelance EE practitioner (Company information should be blank)
  - a company that offers EE practitioners services (Company information should be the details of the third-party Company a.k.a ESCO)
- ESCO, https://www.doe.gov.ph/esco, company that offers energy auditing.

### Additional Requirements

- Develop the front end based on
- Company Name, Position, Company Address field should:
- NOT accept special characters except
  - dot(.)
  - o enye (ñ)
  - dash (-)
  - o comma (,)
  - o ampersand (&)
  - apostrophes (')
  - parenthesis (())
- Accept
  - spaces
  - o numbers
  - letters
- Company Name
- Maxchar of 150 chars.
- No checking of existing company name.
- Position Maxchar of 100 chars.
- Company Address Maxchar of 200 chars.
- Mobile Number should
- Accept 10 digit number only
- Continue button, when clicked, all mentioned fields should be validated (FE validation. Can be input mask/other lib) before going to next step
- Skip button, when clicked, the fields should be cleared and proceed to next step.

## 03 **EE Practitioner Verification Page** Overview: Requirements: Develop the front end based on Type of EE Practitioner is a dropdown list (futureproofing, this list may add in the future) Certified Energy Auditor (CEA) Certified Energy Conservation Officer (CECO) Certified Energy Manager (CEM) o Encoder Not Certified (if chosen, all fields below should be disabled) Checkbox pending approval (if ticked, all fields below should be disabled) Certificate Number Accept 10 digit number only (to be confirmed) Certificate Valid Until: o accepts format MM/DD/YYYY (ex. 01/02/2023) . Should be integrated with a calendar widget. Scanned Certificate Should accept pdf only (Developer please advice if jpg/png is also better to accept) Max of 2mb only 04 **Account Verification Email Template** Overview: • Upon successful registration, the user will receive the activation email. Requirements: Construct Email Template for Account Verification on Mailgun Subject: Activate your account in DE Submission Portal Content: See below Title: Activate your account, {{first\_name}}. First: Please confirm that you want to use this as your account email address in the Designated Establishment Online Submission Portal. line o second: delete third: delete o fourth: delete o line: delete

o fifth: delete Action button: ACTIVATE ACCOUNT This email template can be then used when sending account verification emails • PS. the text may still change. 05 Password or User Account page Requirements: Your Email Address should not contain character "+" on production (to prevent spam) Password o at least 12 characters o combination of uppercase letters, lowercase letters, numbers, and symbols ~`!@#\$%^&\*()\_-+={[}]|\:;"'<,>.?/ o encrypted with \*\*\*\*\*\*\* as the user type. o include "eye" icon for user to toggle between \*\*\* and real-pw Confirm Password must be the same as the Password value o encrypted with \*\*\*\*\*\*\* as the user type. o include "eye" icon for user to toggle between \*\*\* and real-pw Checkbox o I accept checkbox and recaptcha should be ticked before the Register button becomes clickable Privacy Policy, when clicked will redirect to another page new tab • Terms & Conditions, when clicked will redirect to another page new tab On successful registration, the page should be redirected to 06 **Account Activated Page** Overview: • This is the page to show after the user clicks on the link from his email to activate his account. This is a message prompt in Login page that the user has already activated his account and ready to use.

|    | on the same login page, add a note "User Activation Successful!"   |  |
|----|--|--|
| 07 | Prevent disposable email domains   |  |
|    | This is to avoid spam.   |  |
|    | Please implement this both in FE and BE.   |  |
|    | I dont think this needs to be stored in database, but can be a configuration file only in codebase.  |  |
|    | List of disposable email domains:  |  |
|    | https://github.com/disposable-email-domains/disposable-email-domains/blob/master/disposable_email_blocklist.conf   |  |
| 08 | <ul> <li>Requirements:         <ul> <li>Develop the login page based on</li> <li>Ability for the user to login into website</li> <li>Email Address field should only accept email address as FE validation</li> <li>Password field should validate on frontend before logging in with API</li> <li>at least 12 characters</li> <li>combination of uppercase letters, lowercase letters, numbers, and symbols ~`!@#\$%^&amp;*()+={[]} \:;"'&lt;,&gt;.?/</li> <li>encrypted with ********* as the user type.</li> <li>include "eye" icon for user to toggle between *** and real-pw</li> </ul> </li> <li>Additional Requirement         <ul> <li>Account must be temporarily locked for 5 minutes if login attempts failed for 3 times.</li> </ul> </li> <li>PS. Additional Requirements can be developed at the end of project if there is time.</li> </ul> |  |
| 09 | Prevent disposable email domains from logging in   |  |
|    | This is to prevent unwanted requests to app server and DB.   |  |
|    | Validate both in FE and BE.  |  |
|    | Not necessary to store in DB, but can be a config file in  |  |

|    | codebase.  |
|----|--|
|    | Here is the list of disposable emails:   |
|    | https://github.com/disposable-email-domains/disposable-email-domains/blob/master/disposable_email_blocklist.conf   |
| 10 | Reset Password Page  |
|    | overview:  |
|    | <ul> <li>When the "forget password" is clicked from the login<br/>page, redirect to the reset password page below</li> </ul>   |
|    | Requirements   |
|    | <ul> <li>develop the reset password page based on below</li> <li>to avoid email spam, a captcha must be ticked before the button becomes clickable</li> <li>User enters an email for resetting password</li> <li>When user clicks the reset password link, a message will prompt like "Reset password link has been sent to your email"</li> <li>User receives a link on his email for resetting password</li> <li>As user clicks on the link from his email, he will be redirected to a page to enter his new password</li> <li>on successful reset password, user shall be redirected into login page</li> </ul> |
| 11 | Session Timeout by 1hour   |
|    | Additional Requirement   |
|    | <ul> <li>Session must expire by 1hour and user is<br/>automatically logged out.</li> </ul>   |
| b. | User Dashboard   |
| 01 | Dashboard List   |
|    | Overview   |
|    | <ul> <li>upon successful login, the user should be redirected<br/>to the "Dashboard" page.</li> </ul>  |

Requirements

 Develop the dashboard page based on The initial/empty state when the user did not add any enterprise/DE should look like the Develop the collapse view based on Add New CDE should pop-up a modal for adding a New CDE (see) Add New DE should pop-up a modal for adding a New DE (see) Additional Requirements • Expand/Collapse: toggle to show/hide other details. • Group by: the grouping of items should be based on the chosen group by category the sorted alphabetically Sector o etc. • Filter: items should only be shown if the item belongs to the selected filter. o WIP Bar Graph: should only be shown when a user has at least 1 Designated Establishment, it is a graph of comparison of past year (gray) vs current (blue) annual consumption. 02 **Expand/Collapse in Dashboard List** Requirements when clicked, toggle to show/hide other details of the DE or CDE. (collapsed view) and (expanded view) for better UX, it is suggested to do this on frontend via CSS. 03 **Group by in Dashboard List** Requirements • Group by: when clicked, the grouping of items should be based on the chosen group by category then sorted alphabetically. Group by options are Sector (commercial, industrial) Type (Type 1, Type 2, Type 3) o to be added

| 04 | Filter in Dashboard List   |  |
|----|--|--|
|    | Requirements   |  |
|    | <ul> <li>Filter: when clicked, a list of items checkbox will be shown. Then, DE should only be shown if the DE belongs to the selected filter.</li> <li>Sector</li> <li>More to be added</li> <li>Example1: the user clicked filter &gt; sector &gt; {checks Commercial}. Then, hide all the DE and show only the DE that is under the sector Commercial.</li> <li>Example2: the user clicked filter &gt; sector &gt; {checks Commercial &amp; Industrial). Then, hide all the DE and show only the DE that is under the sector Commercial &amp; Industrial.</li> </ul>  |  |
| 05 | Bar Graph Dashboard List   |  |
|    | Requirements   |  |
|    | <ul> <li>Bar Graph: should only be shown when a user has at least 1 Designated Establishment, it is a graph of annual consumption comparison of         <ul> <li>past 2 years (hidden) vs</li> <li>past 1 year (gray) vs</li> <li>current (blue)</li> </ul> </li> <li>There should be a drop down select on how many years to compare.</li> </ul>  |  |
| 06 | CDE Creation   |  |
|    | Overview   |  |
|    | <ul> <li>in the old DE, there was an Enterprise, which implies that a number of DEs (SM Manila, SM Bulacan, SM Quezon) belongs to one Enterprise (SM Group of Companies)</li> <li>the limitation of the word "Enterprise" implies that it must be a registered company. e.g. SM Group of company is the holding corporation.</li> <li>However, what about the group of DEs that is owned by a person (e.g. Mario) with multiple DEs (Mario Panadero, Mario Mekaniko, Mario Salon). Mario did not register a holding company for his companies. but he intends to group all of this. Hence, the term "Consolidated DE"</li> </ul> |  |

### Requirements

- Developed based on
- CDE Name, Office Address fields should:
  - NOT accept special characters except
    - dot(.)
    - enye (ñ)
    - dash (-)
    - comma (,)
    - ampersand (&)
    - apostrophes (')
    - parenthesis (())
  - Accept
    - spaces
    - numbers
    - letters
- CDE Name
  - o Maxchar 150
  - CDE Name should be unique, prompt error if already existing in the database
- Office Address Maxchar 200
- Contact Number (Maxchar 10digits)

### 07 Designated Establishment Creation

### Requirements (WIP):

- o refer to for the mockup
- Checkbox belong to CDE? if checked, it will show the input field of CDE name in
- Name of Designated Establishment, Street Address field should:
- NOT accept special characters except
  - dot(.)
  - enye (ñ)
  - dash (-)
  - comma (,)
  - ampersand (&)
  - apostrophes (')
  - parenthesis (())
- Accept
  - spaces
  - numbers
  - letters
- Name of Designated Establishment
- Maxchar 150
- Upon clicking Continue button, Establishment

- name should be validated by uniqueness. If name is existing, error will prompt . Backend service to be provided
- Sector Type (Values to be pulled out from DB)
- Sub-Sector Type (Depends on Sector Type) (Values to be pulled out from DB list is WIP)
- Number of Male & Female Employees (Number only Max of 100,000 each field)
- o Street Address (Maxchar 200) in
- Region (Values to be pulled out from DB)
- Province (depends on Region) (Values to be pulled out from DB)
- Year Established (should have validation 1950 to year present) (confirm)
- o Assign new User
- should NOT be autosuggest
- o if a email exists, then it will be added.
- the user who created the DE will be the default "Assigned EE Practitioner"
- o Submit
- when clicked, DE will be created in the database with assigned users.
- Additional Requirements:
  - address capability to Geo tagging where user can exactly pinpoint the landmark location of the DE.

### 08 Geotagging Designated Establishment Creation

### Overview

- every year the DOE comes up with a list of top companies that has best Energy Efficiency Conservation (EEC) Practices, the top companies are determined by different criterias, one of which is the consumption.
- to verify if these companies really has a good EEC, the DOE needs to physically visit the DE.
- aside from the top companies, there are also random site visit done by the DOE.

### Requirements (WIP):

 in inputting of address in , address capability to Geo tagging where user can exactly pinpoint the landmark location of the DE.

| 09 | CDE Creation with more than 1 user   |  |
|----|--|--|
|    | Overview   |  |
|    | <ul> <li>the limitation of the word "Enterprise" implies that it must be a registered company. e.g. SM Group of company is the holding corporation.</li> <li>However, what about the group of DEs that is owned by a person (e.g. Mario) with multiple DEs (Mario Panadero, Mario Mekaniko, Mario Salon). Mario did not register a holding company for his companys. but he intends to group all of this. Hence, the term "Consolidated DE"</li> </ul> |  |
|    | Requirements   |  |
|    | <ul> <li>the number of assigned users can be more than 1.</li> </ul>   |  |

#### c. User Acknowledgement

| 01 | Privacy Policy Page  |  |
|----|--|--|
|    | Create page with Privacy Policy contents.  |  |
|    | Refer to the Figma design for the UI and contents.   |  |
|    | Requirements   |  |
|    | <ul> <li>develop the page based on</li> <li>this is the figma link for real time updates.</li> <li>please refer to this document for the exact content of Privacy Policy. see here.</li> </ul> |  |
|    | Route: /privacy-policy   |  |
| 02 | Terms and Conditions Page  |  |
|    | Create page with Terms and Conditions contents.  |  |
|    | Refer to the Figma design for the UI and contents.   |  |
|    | Requirements   |  |
|    | <ul> <li>develop the page based on figma link</li> <li>for faster ref, for now, develop the code base.</li> </ul>  |  |

|    | T   |
|----|---|
|    | The exact text are soon to be supplied by the client.   |
|    | Route: /terms-and-conditions  |
| 03 | Data Privacy Act agreement prompt for existing users who did not yet accepted   |
|    | Overview  |
|    | <ul> <li>In old system, existing users who did not accepted the Data Privacy Act agreement yet are prompted with a modal.</li> <li>Upon checking prod database, a lot of users still do not accepted the Data Privacy Act, thus, many did not logged in and accepted Data Privacy Act after the latest deployment.</li> <li>In new system, there should be a UI wherein these existing users need to accept first Data Privacy Act before they can proceed with the web application. Otherwise, they are logged out.</li> </ul> |
|    | Requirements  |
|    | <ul> <li>Upon logging in, display the pop modal as shown in .         This modal should not be closed until the user clicked the "accept" button.     </li> </ul>   |
| 04 | Error 404 Page  |
|    | Overview:   |
|    | Requirements  |
|    | <ul> <li>Develop the Error 404 page*++++++++++++++++++++++++++++++++++++</li></ul>  |
| 05 | DE Landing Page   |
|    | Overview:   |
|    | <ul> <li>in any website, landing page is a need to give the users an overview about the website</li> <li>from our purchase at Tailwind CSS. they provided a ready template we can use</li> </ul>  |
|    |   |

#### Requirements

- develop the landing page based on
- use the ready-to use template bought from Tailwind CSS https://salient.tailwindui.com/

#### d. Manage DE

#### 01 Manage DE - View Designated Establishment

#### Overview

- in the dashboard page seen in . When the "view" button is clicked. The user should be redirected to Manage DE Page in .
- This page is for the viewing of the DE selected from the dashboard list.

#### Requirements

- There should be buttons for starting AEECR & AEUR.
- There should be buttons for starting EAR.
- There should also be a button to start AEECR & AEUR, and EAR form submissions for the past years. (indicate past years to be included in the dropdown)
- There should be a button for Assigning users
- There should be the information about the DE
- The different status of EAR and AEECR &AEUR Submission is in below.

#### Requirements

- in AEECR & AEUR Form Section
  - Submission status
    - this is the status of the current submission:
      - Not Started:
        - when user have not started the submission
        - show START button
      - In Progress:
        - when user have saved at least 1 form step submission in Task
        - show CONTINUE button

- Completed:
  - when user have clicked the finalize & submit button in Task
  - o show VIEW button
- Summary of submission
  - Display the previous year submissions based on current calendar year.
  - Note that the Current Calendar Year shall be configurable by the admin.
- o Enter Past Year Data
  - when clicked, the page will be redirected into AEECR & AEUR form submission for the selected CY
  - the asana task for this is still WIP and shall be included in the admin phase.
- in EAR Form Section
  - Submission status
    - this is the status of the current submission:
      - Not Started:
        - when user have not started the submission
        - show START button
      - In Progress:
        - when user have saved at least 1 form step submission in Task
        - show CONTINUE button
      - Completed:
        - when user have clicked the finalize & submit button in Task
        - o show VIEW button
  - Summary of submission
    - Display the previous year submissions based on current calendar year.
    - Note that the Current Calendar Year shall be configurable by the admin.
  - Enter Past Year Data
    - when clicked, the page will be redirected into AEECR & AEUR form submission for the selected CY
    - the asana task for this is still WIP and shall be included in the admin phase.
- in Company Information
  - Street Address
  - City
  - Region
  - Province

- Sector
- Sub-Sector
- Year Established
  - retrieve the data inputted by the user from Add a DE
- Classification
  - this is a dynamic value based on the previous calendar\_year total kWhe consumption. see task
- when Edit is clicked.
  - the pop up in, will appear.
  - the change request shall be notified to the admin for approval.
- in Assigned Users
  - same experience when user adds a DE
  - when Add User button is clicked, the popup in will appear.

#### 02 Manage DE - Past Year Submission

#### Overview

- A DE that has just signed up will of course have no past year data yet.
- Note that the DE that are mandated by the DOE to signup in the website are those with great energy consumption.
- Hence, these DEs must have been operating for several years already.
- However, there can be a case that the DE has been operating for 10yrs already since 2003 but it is just this year 2023 it was mandated to use the DE Portal.
- the DE is required to input the
  - past 5 years data as well (2022, 2021, 2020, 2019, 2018) for AEECR & AEUR.
  - past 3 years data as well (2022, 2021, 2020) for EAR.

#### Requirement

- when Enter Past Year Data is clicked from
  - redirect to the same AEECR & AEUR Page but with year selection in the form steps.
  - depending on the current form status, see listing of submitted reports
- when Enter Past Year Data is clicked from
  - redirect to the same EAR Page but with year

|    | selection in the form steps.  o depending on the current form status, see listing of submitted reports  |  |
|----|---|--|
| 03 | Manage DE - Assign New Users  |  |
|    | Overview  |  |
|    | <ul> <li>in the dashboard page seen in . When the "view" button is clicked. The user should be redirected to Manage DE Page in .</li> <li>This page is for the viewing of the DE selected from the dashboard list.</li> </ul>               |  |
|    | Requirements  |  |
|    | <ul> <li>in Assigned Users</li> <li>same experience when user adds a DE</li> <li>when Add User button is clicked, the popup in will appear.</li> <li>when update button is clicked from , the table in shall be updated as well.</li> </ul> |  |
| 04 | Manage DE - Listing of Assigned Users   |  |
|    | Overview  |  |
|    | <ul> <li>in the dashboard page seen in . When the "view" button is clicked. The user should be redirected to Manage DE Page in .</li> <li>This page is for the viewing of the DE selected from the dashboard list.</li> </ul>               |  |
|    | Requirements  |  |
|    | <ul> <li>Listing of assigned users in should contain</li> <li>Name</li> <li>Email</li> <li>Position</li> <li>Assigned EE Practitioner (or not)</li> </ul>   |  |
| 05 | Manage DE - Listing of Submitted Reports  |  |
|    | Requirements  |  |
|    | <ul> <li>For both AEECR &amp; AEUR Form and Energy Audit<br/>Report</li> </ul>  |  |

when the accordion in Summary of Submissions in is clicked expand the area to show Should be sorted by Calendar Year (no need for pagination, next phase na ito) ■ Should only list the in progress and completed reports ■ Should only list the previous calendar vears 06 Manage DE - Edit DE Details Ability for the assigned DE user to request edit details for the DE. This needs admin functionality. Admin will be the one to approve these requests Requirements in Company Information o when Edit in is clicked, ■ the pop up in , will appear. ■ the change request shall be notified to the admin for approval. upload file in is pdf only max of 5mb 07 Notify DE users of their late report submission Overview Any report submitted beyond the 15th April (admin should be able to change this date) deadline of submission should be marked as late or flagged. April 15 is the default value. {form name} is either "AEECR & AEUR" or "EAR • {DE name} is the name of the DE Requirements when the user clicks the finalize & submit button, the system should check if it is already a late submission based on what admin has set. • if it is late, then send an email to the Assigned EE Practitioner of the DE. Email from noreply@doe-eec.com

| Email Subject   Late {form name} Submission for {DE name} - DEOS   |    | <u>,                                      </u>   |
|--|----|--|
| Notify DE Users through Email when AEUR and AEECR reports have been rejected  Overview  This is admin phase task. Since admin trigger is required. All the forms (EAR, AEECR & AEUR) will undergo 2 stages before it will be submitted to client for approval Submit for Review - when clicked, this means that the form can now be reviewed by the EE Finalize and Submit - when clicked, this means that form is now  Manage DE User Profile - Additional Profile Details for Existing Users  What would be the user experience for existing users to fill up these additional fields once they logged in with the new system: |    | <ul> <li>Late {form name} Submission for {DE name} - DEOS</li> <li>Email Contents</li> <li>Title:         <ul> <li>Late {form name} Submission for {DE name} - DEOS</li> </ul> </li> <li>Second:         <ul> <li>Dear, {EE Practitioner name}. We regret to inform you that the deadline for {form name} submission has already passed.</li> </ul> </li> <li>Fifth         <ul> <li>Please be advised that late submissions may have consequences. If you have encountered any issues or require assistance, please check our Help Center at your earliest convenience.</li> </ul> </li> <li>Action Button         <ul> <li>VISIT HELP CENTER</li> <li>(redirect to the link of Help Center,</li> </ul> </li> </ul> |
| reports have been rejected  Overview  This is admin phase task. Since admin trigger is required. All the forms (EAR, AEECR & AEUR) will undergo 2 stages before it will be submitted to client for approval Submit for Review - when clicked, this means that the form can now be reviewed by the EE Finalize and Submit - when clicked, this means that form is now  Manage DE User Profile - Additional Profile Details for Existing Users  What would be the user experience for existing users to fill up these additional fields once they logged in with the new system:   | 08 | 5 year Backtracking Report for AEUR and AEECR  |
| <ul> <li>This is admin phase task.</li> <li>Since admin trigger is required.</li> <li>All the forms (EAR, AEECR &amp; AEUR) will undergo 2 stages before it will be submitted to client for approval</li> <li>Submit for Review - when clicked, this means that the form can now be reviewed by the EE</li> <li>Finalize and Submit - when clicked, this means that form is now</li> <li>Manage DE User Profile - Additional Profile Details for Existing Users</li> <li>What would be the user experience for existing users to fill up these additional fields once they logged in with the new system:</li> </ul>             | 09 |  |
| Since admin trigger is required.  All the forms (EAR, AEECR & AEUR) will undergo 2 stages before it will be submitted to client for approval  Submit for Review - when clicked, this means that the form can now be reviewed by the EE  Finalize and Submit - when clicked, this means that form is now  Manage DE User Profile - Additional Profile Details for Existing Users  What would be the user experience for existing users to fill up these additional fields once they logged in with the new system:  |    | Overview   |
| Existing Users  What would be the user experience for existing users to fill up these additional fields once they logged in with the new system:   |    | <ul> <li>Since admin trigger is required.</li> <li>All the forms (EAR, AEECR &amp; AEUR) will undergo 2 stages before it will be submitted to client for approval</li> <li>Submit for Review - when clicked, this means that the form can now be reviewed by the EE</li> <li>Finalize and Submit - when clicked, this means</li> </ul>   |
| these additional fields once they logged in with the new system:   |    |  |
| Company Email Address  | 10 |  |
|  | 10 | Existing Users  What would be the user experience for existing users to fill up these additional fields once they logged in with the new   |

|    | <ul> <li>Company Address</li> <li>Gender</li> <li>Birthdate</li> <li>Certificate number</li> <li>Scanned Certificate</li> <li>Validity of Certificate</li> <li>Current DEs being handled</li> </ul> Answer: <ul> <li>There will be a dedicated page for "User Profile"</li> <li>The user profile page can be developed during</li> </ul> |  |
|----|--|--|
|    | admin phase  They can update the details above in this page.   |  |
| 11 | Delete Energy Audit Report Submission  |  |
|    | Overview   |  |
|    | <ul> <li>the client stated "DE users should be able to delete<br/>their submitted energy audit report as long as it is<br/>not yet finalized and submitted to the DOE for<br/>evaluation"</li> </ul>   |  |
| 12 | Manage DE- Users can remove themselves from DE   |  |
|    | Overview   |  |
|    | <ul> <li>Floating DE User. DE Users should have the option<br/>to vacate their existing DE and be assigned to other<br/>DEs.</li> </ul>  |  |
|    | Requirements   |  |
|    | Users can remove themselves from a DE  |  |
| 13 | DE Users are prompted when their certificate is expiring in 3 months   |  |
| 14 | Notify DE Users through Email when AEUR and AEECR are not yet completed for 5 days   |  |
|    | DE users must receive email notifications when AEUR and AEECR reports are not yet completed after 5 days   |  |
| 15 | Feedback section for every submitted report  |  |
| _  |  |  |

#### Overview

- •
- A feedback mechanism that provides a channel for the DOE and DEs to converse should there be any clarification in the submitted energy consumption reports.

#### Requirements

- Implement a feedback (chat style) in all the forms
  - AEECR & AEUR
  - EAR

#### e. Minimum Server and Software Specification Requirements

a. Cloud (Virtual) Server Minimum Requirements (for 12 months):
 AWS Cloud Server for DEOS System (Application)

OS platform: Linux/Unix

CPU: 4-Core CPUs

RAM: 8GB memory

Storage: 300 GB

AWS Cloud Server for DEOS (Database)

OS platform: Linux/Unix

CPU: 4-Core CPUs

RAM: 8GB memory

Storage: 100 GB (expandable as the need arises within the

contract duration)

- b. General Software Subscription Requirements (for 12 months)
  - b.1. Google Map API (1 license)
  - b.2. SMS two factor authentication (1 license)
  - b.3. IONCube or equivalent (1 license)
  - b.4. PDF creator (1 license)
  - b.5. Google Account for Email API (1 license)

- b.6. BI online software (1 license)
- b.7. TrendMicro security for cloud server (1 license)
- b.8. Acronis Backup Solution (1 license)
- b.9. 1 TB AWS Cloud Storage (1 license)
- c. On-Premise Back-up Cold Storage Upgrade (as agreed during the inception phase)

#### <u>Lot 4: Energy Efficiency and Conservation Portal for Applications and</u> Registration System

#### **Existing Features and Functionalities:**

- 1. User Acknowledgement Modules consisting of
  - a. Landing Page
  - b. Privacy Policy
  - c. Terms and Conditions
  - d. FAQs
- 2. Application Ticket Filling forms Creation
- 3. Application Ticket Filling forms Status

### Features and Functionalities for Enhancement and Other ICT Services:

a. User Authentication

#### 01 Personal Information Page

#### Requirements

- Login link should redirect to Login page
- First Name, Last Name field should :
  - NOT accept special characters except
    - dot(.)
    - enye(ñ)
    - dash(-)
  - Can accept spaces.
  - Maxchar of 30 chars each field.
  - NOT accept numbers
- Gender field is a dropdown with values:
  - Female
  - Male
- Birthdate field
  - accepts format MM/DD/YYYY (ex. 01/02/2023) .
  - Should be integrated with a calendar widget.
- Mobile Number accepts 10 digit number only
- Continue button, upon clicking, all mentioned fields should be validated (FE validation. Can be input

|    |  | • |
|----|--|---|
|    | mask/other lib) before going to next step  |   |
| 02 | Company Information Page   |   |
|    | Overview:  |   |
|    | <ul> <li>The users of the DE website are the EE practitioners (CECO, CEM, CEA).</li> <li>Since the government will mandate the DEs to sign up in the website and only EE practitioners are allowed to use the website, The DE has the option to either:         <ul> <li>Train one of their existing Electrical Engineer (or anyone employed) to get the license of EE practitioner. (Company information should be the same DE information)</li> <li>Or just hire an outside help from either:</li></ul></li></ul>  |   |
|    | Additional Requirements  |   |
|    | <ul> <li>Develop the front end based on</li> <li>Company Name, Position, Company Address field should:</li> <li>NOT accept special characters except <ul> <li>dot(.)</li> <li>enye (ñ)</li> <li>dash (-)</li> <li>comma (,)</li> <li>ampersand (&amp;)</li> <li>apostrophes (')</li> <li>parenthesis (())</li> </ul> </li> <li>Accept <ul> <li>spaces</li> <li>numbers</li> <li>letters</li> </ul> </li> <li>Company Name</li> <li>Maxchar of 150 chars.</li> <li>No checking of existing company name.</li> <li>Position Maxchar of 100 chars.</li> <li>Company Address Maxchar of 200 chars.</li> <li>Mobile Number should</li> <li>Accept 10 digit number only</li> </ul> |   |

 Continue button, when clicked, all mentioned fields should be validated (FE validation. Can be input mask/other lib) before going to next step Skip button, when clicked, the fields should be cleared and proceed to next step. 03 **EE Practitioner Verification Page** Overview: Requirements: Develop the front end based on • Type of EE Practitioner is a dropdown list (futureproofing, this list may add in the future) Certified Energy Auditor (CEA) Certified Energy Conservation Officer (CECO) Certified Energy Manager (CEM) o Encoder Not Certified (if chosen, all fields below should be disabled) Checkbox pending approval (if ticked, all fields below should be disabled) Certificate Number Accept 10 digit number only (to be confirmed) Certificate Valid Until: o accepts format MM/DD/YYYY (ex. 01/02/2023) . Should be integrated with a calendar widget. Scanned Certificate Should accept pdf only (Developer please advice if ipg/png is also better to accept) Max of 2mb only 04 **Account Verification Email Template** Overview: Upon successful registration, the user will receive the activation email. Requirements: Construct Email Template for Account Verification on Mailgun Subject: Activate your account in DE Submission Portal Content: See below

o First: Please confirm that you want to use this as

Title: Activate your account, {{first\_name}}.

|    |  | 1 |
|----|--|---|
|    | your account email address in the Designated Establishment Online Submission Portal.  line second: delete third: delete fourth: delete line: delete fifth: delete Action button: ACTIVATE ACCOUNT  This email template can be then used when sending account verification emails PS. the text may still change.  |   |
| 05 | Password or User Account page  |   |
|    | Requirements:  |   |
|    | <ul> <li>Your Email Address should         <ul> <li>not contain character "+" on production (to prevent spam)</li> </ul> </li> <li>Password         <ul> <li>at least 12 characters</li> <li>combination of uppercase letters, lowercase letters, numbers, and symbols ~!@#\$%^&amp;*()+={[]]\:;"'&lt;,&gt;?/</li> <li>encrypted with ********** as the user type.</li> <li>include "eye" icon for user to toggle between *** and real-pw</li> </ul> </li> <li>Confirm Password         <ul> <li>must be the same as the Password value</li> <li>encrypted with ********* as the user type.</li> <li>include "eye" icon for user to toggle between *** and real-pw</li> </ul> </li> <li>Checkbox         <ul> <li>I accept checkbox and recaptcha should be ticked before the Register button becomes clickable</li> <li>Privacy Policy, when clicked will redirect to another page new tab</li> </ul> </li> <li>Terms &amp; Conditions, when clicked will redirect to another page new tab</li> <li>On successful registration, the page should be redirected to</li> </ul> |   |
| 06 | Account Activated Page   |   |
|    | Overview:  |   |
|    | This is the page to show after the user clicks on the link   |   |

from his email to activate his account.

• This is a message prompt in Login page that the user has already activated his account and ready to use.

#### Requirements

 on the same login page, add a note "User Activation Successful!"

#### 07 Prevent disposable email domains

This is to avoid spam.

Please implement this both in FE and BE.

I dont think this needs to be stored in database, but can be a configuration file only in codebase.

List of disposable email domains:

https://github.com/disposable-email-domains/disposable-email-domains/blob/master/disposable\_email\_blocklist.conf

#### 08 Login Page

- Requirements:
  - Develop the login page based on
  - Ability for the user to login into website
  - Email Address field should only accept email address as FE validation
  - Password field should validate on frontend before logging in with API
  - o at least 12 characters
  - combination of uppercase letters, lowercase letters, numbers, and symbols ~`!@#\$%^&\*()\_-+={[]|\:;"'<,>.?/
  - o encrypted with \*\*\*\*\*\*\*\* as the user type.
  - include "eye" icon for user to toggle between \*\*\* and real-pw
- Additional Requirement
  - Account must be temporarily locked for 5 minutes if login attempts failed for 3 times.
- PS. Additional Requirements can be developed at the end of project if there is time.

| 09 | Prevent disposable email domains from logging in   |  |  |
|----|--|--|--|
|    | This is to prevent unwanted requests to app server and DB.   |  |  |
|    | Validate both in FE and BE.  |  |  |
|    | Not necessary to store in DB, but can be a config file in codebase.  |  |  |
|    | Here is the list of disposable emails:   |  |  |
|    | https://github.com/disposable-email-domains/disposable-email-domains/blob/master/disposable_email_blocklist.conf   |  |  |
| 10 | Reset Password Page  |  |  |
|    | overview:  |  |  |
|    | When the "forget password" is clicked from the login<br>page, redirect to the reset password page below  |  |  |
|    | Requirements   |  |  |
|    | <ul> <li>develop the reset password page based on below</li> <li>to avoid email spam, a captcha must be ticked before the button becomes clickable</li> <li>User enters an email for resetting password</li> <li>When user clicks the reset password link, a message will prompt like "Reset password link has been sent to your email"</li> <li>User receives a link on his email for resetting password</li> <li>As user clicks on the link from his email, he will be redirected to a page to enter his new password</li> <li>on successful reset password, user shall be redirected into login page</li> </ul> |  |  |
| 11 | Session Timeout by 1hour   |  |  |
|    | Additional Requirement   |  |  |
|    | <ul> <li>Session must expire by 1hour and user is<br/>automatically logged out.</li> </ul>   |  |  |

#### b. User Dashboard

| 01 | Dashboard List                    |
|----|-----------------------------------|
| 02 | Expand/Collapse in Dashboard List |

#### c. User Acknowledgement

| 01 | Privacy Policy Page   |
|----|---|
| 02 | Terms and Conditions Page   |
| 03 | Data Privacy Act agreement prompt for existing users who did not yet accepted |
| 04 | Error 404 Page  |
| 05 | EPAR Landing Page   |

#### d. Manage Profile

| 01 | Edit User Details    |
|----|----------------------|
| 02 | Delete profile       |
| 03 | Certification Status |

#### e. Admin

| 01 | Develop the backbone of the admin |
|----|-----------------------------------|
| 02 | Analytics                         |

#### f. Minimum Server and Software Specification Requirements

a. Cloud (Virtual) Server Minimum Requirements (for 12 months):

AWS Cloud Server for EPAR System (Application)

OS platform: Linux/Unix

CPU: 4-Core CPUs

RAM: 8GB memory

Storage: 300 GB

AWS Cloud Server for EPAR (Database)

OS platform: Linux/Unix

CPU: 4-Core CPUs

RAM: 8GB memory

Storage: 100 GB (expandable as the need arises within the contract duration)

AWS Cloud Server for NEECD System (Enerhiyang Atin Website) (Application)

OS platform: Linux/Unix

CPU: 4-Core CPUs

RAM: 8GB memory

Storage: 300 GB (expandable as the need arises within the

contract duration)

AWS Cloud Server for NEECD (Enerhiyang Atin Website) (Database)

OS platform: Linux/Unix

CPU: 4-Core CPUs

RAM: 8GB memory

Storage: 100 GB (expandable as the need arises within the

contract duration)

- b. General Software Subscription Requirements (for 12 months)
  - b.10. Google Map API (1 license)
  - b.11. SMS two factor authentication (1 license)
  - b.12. IONCube or equivalent (1 license)
  - b.13. PDF creator (1 license)
  - b.14. Google Account for Email API (1 license)
  - b.15. BI online software (1 license)
  - b.16. TrendMicro security for cloud server (1 license)
  - b.17. Acronis Backup Solution (1 license)
  - b.18. 1 TB AWS Cloud Storage (1 license)
- c. On-Premise Back-up Cold Storage Upgrade (as agreed during the

## ANNEX C: Incident Management Guidelines for observed/notified Application Issues

Service Provider for each system/lot adheres to providing an enterprisegrade incident management tool for fully managed applications and infrastructure-related incidents. This will be utilized as the main ticketing tool to monitor, and update reported incidents from the software solution provided. Below is the Service-Level Agreement that the Service Provider should comply with:

Table 1. Investigation/Response Time of Reported Application Issue

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

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

Table 2. Priority Level Classifications

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

|   | NE S   |                               | 6   | Y  | 4                               | 0   | NE De   |  | 0   | g 때 io   | i i                            |                               | ٠.  |       |          |        |
|---|--|-------------------------------|---|--|---------------------------------|---|---|--|---|--|--------------------------------|-------------------------------|---|-------|----------|--------|
| NEECD System and Server maintenance   | 5. Maintenance Services for the various Web-based Application Systems under the NEECD: | Submission of Terminal Report | Submission of Manuals and instructional AVP materials | Conduct User Training for the enhanced and developed systems | 4. User Training and Acceptance | Conduct a testing series for various enhanced and developed systems | 3. Delivery, Installation Testing, and<br>Deployment of the developed and updated<br>NEECD System | Submit System Requirements and Design Specifications (SRDS) Report | Design and develop system enhancement, expansion, additional modules, and security features | Design, Development, Enhancement,<br>Expansion and updating Security Features<br>of the NEECD System | Submission of Inception Report | Conduct of Inception Workshop | 7. Inception Report Project Acceptance Sign-off |       | Activity |        |
|   |  |                               |   |  |                                 |   |   |  |   |  |                                |                               |   | 1     | ***      |        |
|   |  |                               |   |  |                                 |   |   |  |   |  |                                |                               |   | 2     | - 5      |        |
|   |  |                               |   |  |                                 |   |   |  |   |  |                                |                               |   | ω ξ   | É        |        |
| MA  |  | 57 3<br>55 2                  |   |  |                                 | 9   |   |  |   |  |                                |                               |   | 4     |          |        |
| NTEN  |  |                               |   |  |                                 |   |   |  |   |  |                                |                               |   | 57 2  |          |        |
| NCE S   |  | 2 3                           |   |  |                                 |   |   |  |   |  |                                |                               | 001   | 6     | JULY     |        |
| UPPOF   |  |                               |   |  |                                 |   |   |  |   |  |                                |                               |   | 7     | 5        |        |
| TAND  |  |                               |   |  |                                 |   |   |  |   |  |                                |                               |   | 00 1  |          |        |
| SERVI   |  |                               |   |  |                                 |   |   |  |   |  |                                |                               |   | 9     | 3        |        |
| CES FC  |  |                               | 4   |  |                                 |   | į   |  |   |  |                                |                               |   | 10    | - 91     |        |
| OR 6 MC   |  |                               |   | ļ.   |                                 |   |   |  |   |  |                                |                               |   | 11    | 4        |        |
| SHIN  |  |                               |   |  | -00                             |   |   |  |   |  |                                | 2                             | 00-   | 12    | -        |        |
| DURIN   |  |                               | <b>*</b>  |  |                                 |   |   |  |   |  |                                |                               |   | 13    |          | 2024   |
| G DEVE  | ,  | 6 8                           | ÷.  | 100  |                                 | *   |   |  |   |  | 62                             | 9                             |   | 14    | - 1111   | 2024   |
| LOPMI   |  | 50 E                          | Ÿ   |  | 1 32                            | ÿ   |   |  |   |  | eg i                           | 5                             | 54.   | 15    |          | 0.5317 |
| MNTF  |  | 80.3                          | 25  |  | - 6                             |   |   |  |   |  |                                |                               |   | 16    | -        | 13     |
| HASE.   |  |                               |   |  |                                 |   |   |  |   |  | ų.                             |                               |   | 17 1  | 9        |        |
| MAINTENANCE SUPPORT AND SERVICES FOR 6 MONTHS DURING DEVELOPMEMNT PHASE AND 6 MONTHS AFTER PROJECT COMPLETION |  |                               |   |  | - 0.                            |   |   |  |   |  | ă.                             | 0                             | -   | 18 19 | стов     |        |
| MONTH   |  |                               |   |  | - 20                            |   |   |  |   |  |                                |                               |   |       | - 1      |        |
| IS AFTE   |  | 85 8                          |   |  |                                 |   |   |  | ÷   |  | 42                             | 9                             |   | 20 2  | -        |        |
| R PRO   |  | 80 B                          |   |  | 2.2                             |   |   |  | 5   |  | S .                            | 5 -                           |   | 21 2  |          |        |
| DECT  |  |                               | 4   | S 6  | - 6                             |   |   |  |   |  |                                | 4                             |   | 22 23 | BWBAC    |        |
| COMPL   |  | 2 1                           |   |  |                                 |   |   |  |   |  |                                | 0                             | -   | 23 24 |          |        |
| ETION   |  |                               |   |  | 0.0                             |   |   |  |   |  | 3                              |                               |   | 4 25  | -        |        |
|   |  |                               |   |  |                                 |   |   |  |   |  | 53                             |                               |   |       |          |        |
|   |  |                               |   |  |                                 |   |   |  |   |  | e e                            | o                             |   | 26 27 | CEMBE    |        |
|   |  | 0 1                           | v.  |  | 2.5                             | ÿ   |   |  | 5   |  | e.                             | 5                             |   | 7 28  |          |        |

Annex E: Bill of Materials (BOM) - Sample Only

| Item<br>No. | Description                                 | Qty Unit |         | Unit<br>Price<br>(PhP) | Total<br>(PhP) |  |
|-------------|---|----------|---------|------------------------|----------------|--|
| PELP Sy     |   |          |         |                        |                |  |
| 1           | Perpetual License  – Specify (if any)       | 1        | License | 1.00                   | 1.00           |  |
| 2           | Subscription<br>License – Google<br>Map API | 1        | License | 1.00                   | 1.00           |  |
| 3           | ICT hardware –<br>Training toolkits         | 1        | Unit    | 1.00                   | 1.00           |  |
| 4           | Service – System<br>Enhancement             | 1        | Service | 1.00                   | 1.00           |  |
| 5           |   |          |         |                        |                |  |
| 6           |   |          |         |                        |                |  |
|             | Total C                                     | ost      | •       |                        | 4.00           |  |

#### Legend:

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

**Description:** Name or description of the item (e.g., specific perpetual software license, specific annual software subscription, specific ICT bardware enacific pervises description)

hardware, specific service description).

**Quantity:** Number of units/licenses/subscriptions. **Unit:** Type of unit (e.g., License, Unit, Service).

Unit Price: Price per unit in PhP.

**Total Price:** Total cost for the quantity specified in PhP. **Total Cost:** Overall total cost of all items listed in PhP

|  | Annex F: Application Programming Interface (API) Requirement |
|--|--|
|--|--|

| API                                   | Description   |
|---------------------------------------|---|
| Requirement                           |   |
| API Design and Implementation         | The systems shall include a well-defined Application Programming Interface (API) designed to facilitate interoperability and seamless data exchange with external stakeholders. The API shall adhere to industry standards and best practices for web services.           |
| Data Format<br>Compatibility          | The API shall support multiple data formats to ensure compatibility with a wide range of systems and stakeholders. This includes but is not limited to JSON, XML, and CSV.  |
| Security<br>Protocols                 | The API shall implement robust security protocols to safeguard data during transit and at rest. This includes encryption, authentication mechanisms, and access control measures to protect sensitive information from unauthorized access or tampering.                  |
| Documentation                         | Comprehensive documentation for the API shall be provided, including endpoints, request/response formats, authentication procedures, error handling, and usage examples. This documentation shall be regularly updated to reflect any changes or enhancements to the API. |
| Scalability and Performance           | The API infrastructure shall be designed to scale efficiently to accommodate increasing data volumes and user loads. Performance benchmarks shall be established and monitored to ensure optimal system responsiveness and reliability.                                   |
| Compliance and Standards              | The API shall comply with relevant industry standards or any other applicable laws, guidelines, and regulations governing data sharing and interoperability.  |
| Versioning and Backward Compatibility | The API shall support versioning to allow for the introduction of new features or changes without disrupting existing integrations. Backward compatibility with previous API versions shall be maintained to ensure seamless transition for users and stakeholders.       |
| Monitoring and Analytics              | The system shall include monitoring tools to track API usage, performance metrics, and error rates. Analytics capabilities shall be provided to analyze data exchange patterns and identify areas for optimization or improvement.  |
| Support and<br>Maintenance            | Technical support and maintenance services shall be provided to address any issues or challenges encountered with the API implementation. This includes troubleshooting, bug fixes, and periodic updates to address security vulnerabilities or improve functionality.    |
| Collaboration with Stakeholders       | Close collaboration with relevant stakeholders shall be maintained throughout the API development process to gather requirements, solicit feedback, and ensure alignment with business objectives and user needs.   |

|  | Annex G: Data Privacy Requirements   |
|--|--|
| Data Privacy<br>Requirement                      | Description  |
| Data Handling and Protection                     | The system must be designed to ensure that personal data is collected, processed, stored, and disposed of in accordance with the law. This includes implementing appropriate technical measures to protect against unauthorized access, disclosure, alteration, or destruction of personal information.  |
| Consent<br>Management                            | The system shall incorporate mechanisms for obtaining and managing user consent for the collection and processing of personal data in compliance with the requirements of the Data Privacy Act. This includes providing clear and transparent information to users regarding the purposes for which their data is being collected and processed, as well as obtaining explicit consent where necessary.                          |
| Data Minimization and Retention                  | The system shall be designed to employ data minimization by limiting the collection and retention of personal information to what is necessary for the specified purposes. Personal data shall be retained only for as long as required to fulfill the purposes for which it was collected, and shall be securely disposed of once no longer needed, in accordance with the retention periods specified in the Data Privacy Act. |
| Security<br>Safeguards                           | The system shall implement appropriate security safeguards to protect personal data against unauthorized access, disclosure, alteration, or destruction, as required by the Data Privacy Act. This includes but is not limited to encryption, access controls, and pseudonymization to mitigate risks to data security.  |
| Conduct of<br>Privacy Impact<br>Assessment (PIA) | The service provider shall conduct a Privacy Impact Assessment (PIA) to evaluate the privacy implications of the proposed information system.  The PIA shall assess the collection, processing, storage, and transmission of personal information within the information system. The PIA shall identify potential privacy risks, vulnerabilities, and mitigation measures associated with the information system.                |
| Submission and<br>approval of PIA<br>Report      | The service provider shall submit a comprehensive PIA report to the DOE upon completion of the assessment.  The PIA report shall include an executive summary, detailed analysis of privacy risks, recommendations for mitigating risks, and any other relevant documentation.  The PIA report shall be subject to review and approval by DOE.   |

## 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 D | <u>ocuments</u>   |
|---------|---|
| (a)     | Valid PhilGEPS Registration Certificate (Platinum Membership) (all                        |
|         | pages).   |
|         | <u>Or</u>   |
| (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;                            |
| (1)     | And   |
| (d)     | Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and                          |
|         | approved by the Bureau of Internal Revenue (BIR).   |
| Tochnic | al Documents  |
| (e)     | <u>al Documents</u> Statement of the prospective bidder of all its ongoing government and |
| (e)     | 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                            |
|         | <b>C)</b> ; <u>and</u>  |
| (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:  |
|         | production/delivery schedule;   |
|         | manpower requirements/organizational structure; and                                       |
|         | 3. Warranty Certificate for Goods/ 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.   |

|     | <u> Financia</u> | <u>l Documents</u>  |
|-----|------------------|---|
|     | (j)              | The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped  |
|     | ☐ (k)            | "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 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   |
|     | (I)              | If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or <b>duly</b> 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. | FINANCI          | AL 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).  |
|     |                  | cumentary 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:

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

| Submitted By:                 |  |  |
|-------------------------------|--|--|
|                               |  |  |
| (Signature over Printed Name) |  |  |

#### Note:

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

#### Annex C

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

| REPUBLIC OF THE PHILIPPINES) |         |
|------------------------------|---------|
| CITY OF                      | _) S.S. |

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

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

I/We, the undersigned, declare that:

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

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

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

#### [Jurat]

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

#### Annex D

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

|                             | ΔFFIDΔVIT |
|-----------------------------|-----------|
| CITY/MUNICIPALITY OF        | ) S.S.    |
| REPUBLIC OF THE PHILIPPINES | 5)        |

- 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:
- [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 O                                    | R ITS |      |

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

#### [Jurat]

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

#### Annex E

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

| BID FORM  |
|---|
| Date :  |
| Project Identification No. :  |
| To: [name and address of Procuring Entity]  Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules, If our Bid is accepted, we undertake:  a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs); |
| <ul> <li>b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;</li> </ul>   |
| 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 o  |

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

any Bid you may receive.

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]

| Name of Bidder |                   |                      |          | oods Offered<br>P   |   | Page of   |   |  |
|----------------|-------------------|----------------------|----------|---|---|---|---|--|
| 1              | 2                 | 3                    | 4        | 5   | 6   | 7   | 8   | 9  |
| Item           | Description       | Country<br>of origin | Quantity | Unit price CIF<br>port of entry<br>(specify port) or<br>CIP named place<br>(specify border<br>point or place of<br>destination) | Total CIF<br>or CIP<br>price per<br>item<br>(col. 4 x<br>5) | Unit Price<br>Delivered<br>Duty Unpaid<br>(DDU) | Unit price<br>Delivered<br>Duty Paid<br>(DDP) | Total Price<br>delivered<br>DDP<br>(col 4 x 8) |
|                |                   |                      |          |   |   |   |   |  |
| egal<br>Signa  | Capacity:<br>ture |                      |          | or and behalf   |   |   |   |  |

#### 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]

| Name of Bidder Project ID No Pageof |             |                      |          |                                     |  |   |  |   |  |
|-------------------------------------|-------------|----------------------|----------|-------------------------------------|--|---|--|---|--|
| 1                                   | 2           | 3                    | 4        | 5                                   | 6  | 7   | 8  | 9   | 10   |
| Item                                | Description | Country<br>of origin | Quantity | Unit<br>price<br>EXW<br>per<br>item | Transportation<br>and all other<br>costs<br>incidental to<br>delivery, per<br>item | Sales and<br>other<br>taxes<br>payable if<br>Contract<br>is<br>awarded,<br>per item | Cost of<br>Incidental<br>Services, if<br>applicable,<br>per item | Total<br>Price,<br>per unit<br>(col<br>5+6+7+<br>8) | Total Price<br>delivered<br>Final<br>Destination<br>(col 9) x<br>(col 4) |
|                                     |             |                      |          |                                     |  |   |  |   |  |
|                                     |             |                      |          |                                     |  |   |  |   |  |
|                                     |             |                      |          |                                     |  |   |  |   |  |
| Namo                                | e:          |                      |          |                                     |  |   |  |   |  |

#### **Contract Agreement Form for the Procurement of Goods (Revised)**

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

#### **CONTRACT AGREEMENT**

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

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 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 <u>prescribed</u> 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 Name and Signature] [Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: Department of Energy

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]