



DEPARTMENT OF ENERGY
(Kagawaran ng Enerhiya)
Energy Center, Rizal Drive Bonifacio
Global City, Taguig City, Philippines 1632

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| RFQ No. | RFQ-01-0101-2023-07-0355-0908-0169 |
| Purchase Request No.: | 01-0101-2023-07-0355 |

REQUEST FOR QUOTATION

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| Title of Procurement/End-user | : PROCUREMENT OF CY2023 PABX SYSTEM MAINTENANCE SERVICES |
| Approved Budget of the Contract | Php71,593.56 |
| Mode of Procurement | : Small Value Procurement (AMP 53.9) |
| Bidding Terms | : Per Lot |
| Delivery Terms/Schedule | : 30 Days upon Receipt of Purchase Order |
| Delivery Location | : Department of Energy Main Office, BGC Taguig City |
| Payment Terms | : Payment shall be processed within thirty (30) days upon completion of delivery of all items or services, submission of all required documents and issuance of end-user's certificate acceptance. |

SUBMISSION OF PROPOSALS/ QUOTATION and RELATED DOCUMENTS SHOULD BE IN A ONE (1) PDF FILE FORMAT

Please quote your lowest price on the items/s listed below, subject to the compliance with the Terms of Reference and Specifications. Submit the quotation following the format of the Quotation Submission Form (Annex A) in a sealed envelope duly signed by your representative at the Procurement Management Division Office, 3rd Floor DOE Main Building, Department of Energy Rizal Drive, Energy Center-Bonifacio Global City, Taguig City or through email at the following address: bacsecretariat@doe.gov.ph not later than **12 SEPTEMBER 2023, 4:00PM**. LATE SUBMISSION WILL NOT BE ACCEPTED.

| Terms of Reference/Specifications | | | | |
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| | Description/ Specification: | Quantity | Unit Price | Total ABC |
| 1 | <p>TERMS OF REFERENCE (TOR)</p> <p>CY 2023 CONTRACT FOR PABX MAINTENANCE SERVICES</p> <p>General Services Division (GSD)</p> <p>BACKGROUND</p> <p>The Department of Energy (DOE) as CLIENT needs the services of a competent and duly licensed CONTRACTOR to maintain its one (1) unit “ALCATEL-LUCENT OmniPCX Enterprise Private Automatic Branch Exchange (PABX) System installed at the basement of its Main Energy Building office premises located at Energy Center, Bonifacio Global City (BGC), Taguig City, Metro Manila.</p> <p>GENERAL OBJECTIVE</p> <p>To ensure the smooth and continuous operation and proper maintenance of the PABX System throughout the whole Contract Period covering 01 September 2023 to 31 December 2023 in the amount of Seventy One Thousand Five Hundred Ninety Three and 56/100 (P71,593.56), and to facilitate troubleshooting and repair in case necessary.</p> | lot | 71,593.56 | 71,593.56 |

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| III. | CONTRACTOR’S OBLIGATIONS CONTRACTOR shall provide on-site or remote Preventive Maintenance (PM) to be rendered every Quarter of the year during regular office days (Monday to Friday) to CLIENT’s PABX System hereinafter referred to as the EQUIPMENT and as described below: ONE (1) UNIT “ALCATEL-LUCENT OMNIPCX” Enterprise PABX System <div><div></div><div>Digital Trunks EI 1</div><div>: 30</div></div> <div><div></div><div>Analog Trunk Interface</div><div>: 4</div></div> <div><div></div><div>Analog Local Interface</div><div>: 304</div></div> <div><div>Interface</div><div>: 51</div><div>Digital / IP Local</div></div> <div><div></div><div>Operator Console/PC</div></div> <div><div>Base</div><div>: 1</div></div> <p>The PM coverage includes, but are not limited to:</p> <ul style="list-style-type: none">• Software check, such as, size of files, clean-up of data;• Hardware performance check, when applicable;• Create and safe keep existing updated back-ups (system and data base);• System checks for safety or redundancy mechanisms; and• Trunk status check <p>CONTRACTOR shall also provide Corrective Maintenance (CM) on trouble reported by CLIENT and to repair necessitated by findings during PM activities. CM shall be rendered any day between Monday to Sunday, 8:00 AM to 5:00 PM, and shall consist of on-line and/or on-site technical support for problem resolution, including repair of faulty hardware parts, such as terminals/telephone units, modem, line trunk, and common control cards, connecting box, power supplies, and the operator console.</p> <p>CONTRACTOR shall also provide remote technical assistance within one (1) hour after the reported trouble and on-site intervention within four (4) hours if remote action failed to solve the problem. If the problem is the result of a product’s hardware failure, the CONTRACTOR shall provide a replacement unit (without cost) within one (1) working day from the time such problem has been diagnosed and the defective unit will be pulled out for repair. Except for terminals/telephone units, the replacement unit shall become the property of CLIENT, while the original defective unit, when repaired and tested, shall become CONTRACTOR’s property.</p> <p>In case the defective parts are found to be irreparable, CLIENT will defray the cost of replacement part/s. However, the</p> | | | |
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| | <p>CONTRACTOR must secure first the CLIENT's written approval of CONTRACTOR's quotation for the necessary replacement parts before the actual initiation of work.</p> <p>The following do not constitute CM:</p> <ul style="list-style-type: none">a. New installation and/or alterations of as-built plans;b. Assistance in testing/POC (Proof of Concept) of 3rd party equipment supplied by other vendors;c. Provision of software updates or upgrades, except for software bug fixes;d. Repair of phased-out hardware and terminals/phones;e. Conduct of traffic statistics;f. Repair of defective cards, terminals/phones and power supplies to be undertaken at EBDI Laboratory and Repair Center or at ALCATEL-LUCENT's factory, as necessary;g. Support for out-dated/phased-out Software Release;h. Software Support, if not covered by the Alcatel-Lucent Enterprise Software Premier Support (SPS)i. Supply of consumables, such as, back-up batteries, telephone cords and blocks, connection cables and connectors; andj. Cost to dispatch terminals/telephone units outside Metro Manila. <p>IV. BILLING</p> <p>CLIENT shall pay CONTRACTOR a quarterly service fee payable within fifteen (15) calendar days from date of receipt of CONTRACTOR's billing, together with all the supporting documents including a Certificate from the proper officer of CONTRACTOR and acknowledged by CLIENT's General Services Division (GSD) concerned personnel that such services have been rendered for a particular period for which payment is being claimed.</p> <p>V. WARRANTY</p> <p>CONTRACTOR shall provide a six (6)-month warranty from the time the replacement parts are installed whereby any damage and/or malfunction of the replacement parts within the warranty period shall be repaired and/or the defective parts be replaced immediately without cost to CLIENT. This warranty, however, does not cover instances where damage or malfunction or dysfunction of the EQUIPMENT is caused or brought about by gross negligence, fraud, bad faith, malice or wanton act of CLIENT or any other cause beyond CONTRACTOR's control.</p> | | | |
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| | <p>VI. SETTLEMENT AND LITIGATION</p> <p>Amicable settlement of disputes. However, if either PARTY shall take judicial action, the venue shall be laid exclusively with the proper courts in Taguig City, with the exclusion of other courts and the writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines.</p> <p>VII. BEHAVIOUR OF WORKERS AT CLIENT PREMISES</p> <p>All workers shall strictly comply with the provisions under Annex “A” of the Contract. See attached copy</p> <p>VII. PERMITS AND LICENSES</p> <p>CONTRACTOR warrants to obtain and maintain all necessary permits and licenses required by national and local government, or by civilian or military authorities, in order to continue operating legally.</p> <p>IX. TAXES AND FEES</p> <p>Taxes, duties, fees, charges, and other legal exactions arising from the Contract shall be for the account of CONTRACTOR. CLIENT shall deduct and withhold the corresponding amounts from said taxes, fees, charges, duties, etc. if it deems necessary pursuant to the requirements of law.</p> <p>X. RESERVATION CLAUSE</p> <p>CONTRACTOR is aware that CLIENT is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of a private corporation. CONTRACTOR, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, the Contract shall be considered amended accordingly so as to enable CLIENT to comply with such requirements. For its part, CLIENT undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.</p> <p>XI. CLIENT reserves the right to rescind, terminate or abrogate the Contract with CONTRACTOR in any of, but not limited to, the following instances:</p> <p>a. Negligence on the part of CONTRACTOR resulting to material and financial losses to the government;</p> <p>b. Submission of falsified or forged license as well as other falsified documents and reports;</p> | | | |
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- c. Engagement by **CONTRACTOR** or any of its technicians assigned to **CLIENT** in activities that are dangerous to public safety and welfare or inimical to the national security;
- d. Report or display of discourtesy and rudeness by any of its technicians; and
- e. Breach of obligation and the terms and conditions under this Contract.

XII. CONTRACT PERIOD

The Contract for PABX Maintenance Services is for a six (6) months period effective **01 September 2023** to **31 December 2023** unless sooner terminated by **CLIENT** by giving **CONTRACTOR** a thirty (30) day written Notice of Termination (NOT).

The Contract may be extended subject to the same terms and conditions provided **CONTRACTOR** has rendered satisfactory performance and willing to accept the extension. Provided further, that said extension is based on the provisions under Appendix 17 (Revised Guidelines on the Extension of Contracts for General Support Services) of the IRR of RA 9184.

Annex “A”

RULES AND REGULATIONS PERTAINING TO CONTRACTOR'S WORKERS' OFFENSES

The acts or omissions listed hereunder constitute negligence of duty or imprudence which shows lack of moral behavior or paucity of discipline. **CONTRACTOR** shall impose or apply the appropriate penalties or sanctions or corrective measures on its highly skilled specialty trade workers assigned at **CLIENT** who commit such misbehavior or misconduct.

1. Conduct and Behavior

- a. Commission of an act which is or may constitute a crime;
- b. Holding of unauthorized meeting at **CLIENT's** premises that would adversely affect **CLIENT's** operation/activities;
- c. Commission of an illegal or immoral act within **CLIENT's** premises;
- d. Carrying prohibited weapons or banned objects within **CLIENT's** premises;
- e. Fighting or attempting bodily harm on any person except in self-defense while within

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| | <p>CLIENT's premises or while performing work for CLIENT whether within or outside its premises;</p> <p>f. Malicious mischief or horseplay resulting in injury to persons or destruction of CLIENT's property for which it may be held liable;</p> <p>g. Intimidations or coercion of fellow CONTRACTOR's workers, CLIENT's employees, customers, guests and/or any person, in any manner which adversely affects CLIENT's interests;</p> <p>h. Concealing a disease which endangers fellow CONTRACTOR's workers or CLIENT's employees and guests;</p> <p>i. Refusal to submit to or failure to meet security requirements of CLIENT or being in the opinion of CLIENT, a poor security risk;</p> <p>j. Intentionally damaging CLIENT's property or any property for which CONTRACTOR's may be held liable; and</p> <p>k. Failure to carry out instructions of superiors and/or CLIENT's GSD Chief or his authorized representative. Further, entertaining personal requests relating to specialty trade works not approved by the GSD Chief.</p> <p>2. Negligence of Duty</p> <p>a. Negligence in assigned tasks/duties;</p> <p>b. Habitual neglect of duty;</p> <p>c. After having access to information, failure to report as soon as possible the loss, spillage, or damage of CLIENT's property that it may be held liable;</p> <p>d. Sleeping or napping while on duty; and</p> <p>e. Leaving work and/or workplace without proper relief or authorization.</p> <p>3. Insubordination</p> | | | |
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| | <div><div><div>a. Disobedience to the lawful order of superiors in connection with his/her duties;</div><div>b. Refusal to answer questions in any investigation authorized or conducted by CLIENT unless such answers would violate Constitutional rights; and</div><div>c. Insult or willful disrespect by the highly skilled workers on the honor of any official or employee of CLIENT or persons transacting business with CLIENT.</div></div></div> | | | |
| | <div><div>4. Dishonesty</div><div><div>a. Unauthorized use of CLIENT's resources;</div><div>b. Stealing and attempting to steal from CLIENT, its employees, contractors and/or clientele;</div><div>c. Offering or receiving money or other valuable consideration in exchange for a job, better working place, or any change in working conditions, and/or refusal to be rotated to other areas within CLIENT's premises;</div><div>d. Substituting material and/or object with intent to gain;</div><div>e. Obtaining or attempting to obtain CLIENT's funds, equipment, products, supplies and materials through fraudulent means from CLIENT's suppliers, warehouses, plants or stations, and other assigned work places; and</div><div>f. Defrauding CLIENT in any manner.</div></div></div> | | | |
| | <div><div>5. Alcoholic Beverages or Prohibited/Regulated Drugs</div><div><div>a. Unauthorized use or possession of prohibited/regulating drugs within CLIENT's premises;</div><div>b. Drinking liquor within CLIENT's premises except during official occasions and locations authorized by CLIENT;</div><div>c. Reporting for work under the influence of liquor and/or prohibited/regulating drugs; and</div></div></div> | | | |

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| | <p>d. Selling or inducing any person to take prohibited/regulated drugs within CLIENT's premises except when duly authorized for medical reasons.</p> <p>6. Safety</p> <p>a. Failure to observe CLIENT's safety rules and regulations;</p> <p>b. Carelessness with regard to safety of fellow CONTRACTOR's workers or CLIENT's employees, guests and visitors;</p> <p>c. After having access to information, failure to report immediately, an accident or injury involving fellow CONTRACTOR's workers, CLIENT's employees or damage to CLIENT's property;</p> <p>d. Smoking in "No Smoking" areas within CLIENT's premises or property;</p> <p>e. Carrying matches or lighters, or other than safety matches or lighters with close covers, or having open lights or fires within prescribed limits where such practice is forbidden within CLIENT's premises or property;</p> <p>f. Removing safety devices from CLIENT's machinery, equipment or any other property without permission;</p> <p>g. Driving CLIENT's vehicle recklessly or at excessive speed, or at speed above the area speed limit or driving any other vehicle in the same manner within CLIENT's premises;</p> <p>h. Allowing unauthorized persons to operate CLIENT's vehicle or equipment when the same is assigned to him/her;</p> <p>i. Driving under the influence of liquor or prohibited/regulated drugs;</p> <p>j. Intentionally destroying or damaging CLIENT's property or other equipment;</p> <p>k. Failure to wear safety attire when prescribed within CLIENT's premises;</p> | | | |
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| | <p>l. Staying after work in CLIENT's premises unless otherwise authorized by the Chief of General Services Division (GSD); and</p> <p>m. Unauthorized entry in restricted areas/office/closed rooms within CLIENT's premises.</p> <p>7. Other Acts or Omissions</p> <p>a. Leaving and/or vacating respective assigned post and/or area of responsibility when on-duty at CLIENT's premises unless properly relieved upon the order of the GSD Chief of CLIENT;</p> <p>b. Improper or non-wearing of CONTRACTOR's uniform when on-duty at CLIENT's premises and/or in CLIENT's other sites;</p> <p>c. Use of stairwell in going up and down CLIENT's building/s except when handling heavy items/documents/ equipment wherein the elevator can be used;</p> <p>d. Discourtesy to CLIENT's personnel, guests, visitors and other contractors' workers;</p> <p>e. Use of CLIENT's telephone direct line in placing outside call without proper written authorization from the GSD Chief of CLIENT; and</p> <p>f. Loafing to other areas where he/she is not assigned and/or unauthorized entry to offices or closed areas at CLIENT's premises.</p> | | | |
| <p>General Conditions:</p> <ol style="list-style-type: none">1. Quotation shall be valid for sixty (60) days from submission2. Sample/brochure of the item complying with the Specifications shall be submitted together with the quotation/proposal. Non-submission of actual sample/brochures in the proposal is a ground for disqualification. (If applicable)3. The following documents shall be attached/included in the submission of proposal/quotation:<ol style="list-style-type: none">a) Mayor's / Business Permitb) PhilGEPS Registration Number/Certificatec) Income /Business Tax Return (For ABCs above 500k)d) Omnibus sworn Statement (Annex C)4. Payment is through LDDAP through a Government Servicing Bank (GSB) and will be processed upon final acceptance of the end users and submission of complete documents. If not a GSB should shoulder all associated Bank Transaction Fee.5. The Supplier shall clearly state the company name and account name for payment.6. The price quoted is inclusive of all taxes and other charges.7. The Supplier shall receive the Notice of Award and Purchase Order/Notice to Proceed within the required time under RA 9184 otherwise the Supplier may be sanctioned under the provision of RA 9184 and its IRR. | | | | |

Annex A - Department of Energy Suppliers Quotation Submission Form

Solicitation No. _____
Purchase Request No. _____

Please quote your lowest price on the item/s under the specific Request for Quotation, subject to the terms, conditions and specifications as stated in the RFQ. Submit the quotation following the format below in a sealed envelope duly signed by your representative not later than the time and date as indicated in the RFO at the Procurement Management Division Office, 3rd Floor DOE Main Building, Department of Energy Rizal Drive, Energy Center-Bonifacio Global City, Taguig City. LATE SUBMISSION WILL NOT BE ACCEPTED.

Company Logo/Letterhead

Date :
Company Name :
Procurement Title :
Delivery Date/Delivery Terms : [No. of Days] calendar days upon receipt of Purchase Order
Delivery Location : Department of Energy Main Office, BGC Taguig City
Payment Terms : Payment shall be processed within thirty (30) days upon completion of delivery of all items or services, submission of all required documents and issuance of end-user's certificate acceptance

Price Quotation:

| Terms of Reference/Specifications | | | | |
|--|-----------------------------|----------|------------|-----------|
| Item No. | Description/ Specification: | Quantity | Unit Price | Total ABC |
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| <p>General Conditions:</p> <p>1. Quotation shall be valid for sixty (60) days from submission</p> <p>2. Sample/brochure of the item complying with the Specifications shall be submitted together with the quotation/proposal. Non-submission of actual sample/brochures in the proposal is a ground for disqualification. (If applicable)</p> <p>3. The following documents shall be attached/included in the submission of proposal/quotation:</p> <p> a) Mayor's / Business Permit</p> <p> b) PhilGEPS Registration Number</p> <p> c) Income / Business Tax Return</p> <p> d) Omnibus sworn Statement (Annex C)</p> <p>4. Payment is through LDDAP through a Government Servicing Bank (GSB) and will be processed upon final acceptance of the end users and submission of complete documents. If not a GSB should shoulder all associated Bank Transaction Fee.</p> <p>5. The Supplier shall clearly state the company name and account name for payment.</p> <p>6. The price quoted is inclusive of all taxes and other charges.</p> | | | | |

7. The Supplier shall receive the Notice of Award and Purchase Order/Notice to Proceed within the required time under RA 9184, otherwise the Supplier may be sanctioned under the provision of RA 9184 and its IRR.

The above quoted prices are inclusive of all cost and applicable taxes.

After having carefully read and accepted your Terms of Reference/Specification we are submitting our quotation/proposal on the items at prices indicated above.

Name and Signature of Authorize Representative

Company Name/Business name that will be used in the Notice of Award and Purchase Order/Notice to Proceed

Tel. No. / Cellphone No./ email address

Date

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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