

RFQ No.	RFQ-02-0101-2023-03-V0111-0529-0095
Purchase Request No.:	02-0101-2023-03-V0111

REQUEST FOR QUOTATION

Title of Procurement/End-user	: PROCUREMENT OF DOE-VISAYAS FIELD OFFICE SECURITY SERVICES (JUNE TO DECEMBER 2023)		
Made of Progurement			
Mode of Procurement	: Small Value Procurement (AMP 53.9)		
Bidding Terms	: Per Lot		
Delivery Terms/Schedule : Fifteen (15) Calendar Days upon receipt of Notice			
	Proceed		
Delivery Location : Department of	Location : Department of Energy Visayas Field Office, Cebu City, Cebu		
delivery of all	ment 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.		

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 **02 June 2023, 4:00PM**. LATE SUBMISSION WILL NOT BE ACCEPTED.

	Terms of Reference/Specifications				
	Descript	tion/ Specification:	Quantity	Unit Price	Total ABC
I.		NERAL OBJECTIVE			
	() () () () () () () () () ()	The Department of Energy – Visayas Field CLIENT, is looking for a responsib CONTRACTOR, a security agency which standing of the Philippine Association of DAgency Operators, Inc, (PADPAO) to requirements of the former at its offices look floors, Escario Bldg., Escario St Capitol Site The SECURITY AGENCY, hereinaft "CONTRACTOR", agrees to perform the	le and comis a memberective and provide to cated at the cated at the cated are referred.	duly-licensed ber of good of Protective he security e 3 rd and 5 th	330,000.00
	; ; ;	Contract as an independent security service Sub-contractor, agent, or associate of CLIE month period from 01 June 2023 to 31 I sooner terminated for any cause by CONTRACTOR a thirty (30) day prior writte CLIENT agrees to use the security per CONTRACTOR, and CONTRACTOR agreement of security per contractors.	ENT covering the covering of the covered by the cov	ng Seven (7) 2023 unless by giving termination. mployed by urnish such	
II.		CURITY SERVICES			
	ä	CONTRACTOR to secure and protect CLIE at 3 rd and 5 th floors, Escario Bldg., Escario S from sabotage, burglary, robbery, and other	t Capitol Sit	te, Cebu City	

- b. Protect the limbs and lives of CLIENT's officials, employees, guests, clients and contracted personnel in the CLIENT's premises and other sites where CLIENT is holding activities.
- c. Provide all assistance in case of emergencies, e.g., fires, typhoons, earthquakes and other calamities that might occur at CLIENT's premises, leased office areas and/or where CLIENT is holding official activities.
- d. Enforce a system of personnel identification and access control at doors and gates of CLIENT's work areas/spaces. To check and record persons and vehicles entering/leaving CLIENT's premises.
- e. Conduct routine patrol and monitoring of assigned areas relating to activities of security interests.
- f. Check and record equipment and materials brought in/out to and from CLIENT's premises. To ensure all materials/equipment taken out from CLIENT's premises are checked and recorded and with the proper gate pass approved by authorized representative/s of CLIENT.
- g. Log personal items brought in and out of the CLIENT's premises for monitoring and reference purposes especially when such items are to be taken out later from the CLIENT's premises.
- h. Submit daily routine security report in the 1st working hour of the next day to the authorized representative/s of **CLIENT**, to include unusual incident reports and observation reports when necessary.
- Log all security-related incidents and activities at all times in a logbook to be provided by the CONTRACTOR. The accomplished logbooks must be surrendered to CLIENT annually.
- j. Comply and strictly follow the 11 General Orders (GO) for security professionals and CLIENT's Security Policy and the Guidelines on Contracted Workers as indicated in Annex "A" and Annex "B" of the Security Contract.
- k. CONTRACTOR shall likewise implement, enforce or obey such orders, instructions, or policies the CLIENT may, from time to time, issue as per Special Order (SO) to ensure security and protection of the latter's personnel and properties, and CONTRACTOR warrants and represents that all its security personnel assigned to CLIENT shall follow, obey, observe, and implement such orders, instructions, or policies. Copies of such SOs shall be on file with the guard and DOE-VFO Director.
- Conduct general security survey of CLIENT's premises once a year and/or as necessary to assess the adequacy of control and security and safety measures being implemented.
- m. Guards shall undergo training seminar or refresher course on Proper Gun Handling and Fire Arm Proficiency Test every six (6) months at the expense of **CONTRACTOR** and shall furnish **CLIENT** with a Certification to this effect issued by the concerned Range Officer where the firing and gun-handling safety exercises were conducted. **CLIENT'S** concerned personnel and officials directly

supervising/handling the security activities shall be included in the exercise. Any security guard that fails on this subject training shall be pulled out from duty at **CLIENT'S** premises and cannot be reassigned to **CLIENT'S** premises until such time that he/she passes said training course.

- n. Implement and enforce all other DOE and office security and safety policies that may be promulgated from time to time by **CLIENT.**
- o. Contractor shall abide with all health and safety protocols, particularly COVID-19 related measures, issued by the CLIENT and other agencies. For this purpose, the CONTRACTOR shall provide the necessary supplies and materials to ensure the safety of its security personnel.

III. QUALIFICATION OF SECURITY GUARD:

- a. Security Guard (Male)
 - Holder of valid security guard license;
 - 2. Male, not less than 25 years old but not more than 55 years old;
 - 3. Not less than 5'3 in height, weight not less than 120 lbs;
 - 4. At least high school graduate;
 - 5. Good physical and mental condition as attested by a certificate issued by a reputable testing institution;
 - 6. Can write good report in English
 - 7. The Security Guard must be a resident of Cebu City or will transfer to the city once assigned at VFO.
 - 8. Of good moral character and free from any civil convictions or litigation involving theft, battery, slander, public misconduct, assault, or similar proceedings. CONTRACTOR shall be required to submit a copy of the security personnel's current NBI and police clearances to show that said personnel do not have any record of any criminal offense.
- b. Schedule 7:00 am 7:00 pm (12-hrs shift)

IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The approved budget for the contract (ABC) is Php 330,000.00

V. NO. OF PERSONNEL DUTY HOUR DAILY PLACE

2 Security Guard (SG) 8 hours 3rd floor Escario bldg.– 1 SG

With 4 hours overtime 5th floor Escario bldg.– 1 SG

(Monday to Friday)

VI. INSURANCE/SECURITIES

CONTRACTOR shall submit to **DOE-VFO** within ten (10) calendar days from signing of the Contract the following bonds and securities issued from GSIS and/or any insurance companies duly accredited and registered under the Office of the Insurance Commissioner:

- a. Liability Insurance to cover bodily injuries at P100, 000.00 per person per accident for a total of P500,000.00 aggregate per accident and for property damage at P1,000,000.00 aggregate per accident for a grand total of P1,500,000.00 Comprehensive General Liability (CGL) insurance; and
- b. Labor Bond/Security in the amount equal to 100% of the Total Labor Cost under this Contract to answer for the wages due the employees should the CONTRACTOR fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines.

VII. CONTRACTOR shall provide at its own expense the following (see Annex "C"):

- a. Two (2) UHF radios complete with two (2) reserve batteries and one
 (1) fast charger throughout the Contract Period (CP) for the guard on duty at the 3rd and 5th floor;
- b. Medical kit and working flashlight with good battery year-round for every guard-on-duty, (1 set);
- c. Two (2) Handheld Metal Detectors, 9 mm caliber with extra loaded magazine clip, cellphones with camera and recorder at least 8 megapixels clear image, first aid medical kits for SG, face shields and face masks for SG, thermal scanner 1 for 3rd Floor and 1 for 5th Floor, and flashlight per SG.

VIII. OTHER REQUIREMENTS TO SUBMIT (During the submission of bid)

- a. Certificate of Membership and in good standing with PADPAO/SAGSD.
- b. Income / Business Tax Return
- c. Current Mayor's and or Business Permit
- d. PhilGEPS registration number/certificate

IX. BID EVALUATION

Bids must be strictly based on unit items under the current PADPAO monthly rates for the Region except the administrative cost and profit margin. Further, costing must be compliant with existing Labor Laws and Standards in accordance with Section 25.2.a.7 of the IRR of R.A.9184 including the five-day incentive leaves, legal & special holiday fees, 13th month bonus, night differential fees for night-shift guard in case, serving from 10PM to 6AM, monthly premiums on remittances for SSS, Phil health, EC, and Pag-ibig.

X. TAXES, FEES AND OTHER CHARGES

Any and all taxes, duties, fees, charges and other legal exactions arising by virtue of the Contract shall be for the account of **CONTRACTOR**. It is further understood that **CLIENT** shall deduct and withhold the applicable withholding taxes, if any, and if it deems necessary, from its

payments to **CONTRACTOR** under the Contract pursuant to the requirements of laws.

XI. SETTLEMENT AND LITIGATION

Amicable settlement of disputes. However, if either **PARTY** shall take judicial action, the venue shall be laid exclusively with the proper courts in Cebu 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.

XII. BILLING AND PAYMENTS

CONTRACTOR to submit on or before the 10th day of the following month its bill on services rendered in the preceding month and accompanied by a Sworn Affidavit by CONTRACTOR to the effect that it has paid all the wages and benefits of the security personnel detailed to DOE-VFO, in accordance with existing laws, including the remittance of premiums for SSS, EC, Pag-ibig, and Philhealth monthly contributions. CONTRACTOR shall submit as proof a Certified True Copy (CTC) of their official copy of monthly remittances to said government offices reflecting the names of their personnel assigned to DOE-VFO. DOE-VFO shall not process any billing submitted without the foregoing documents. Any security guard provided by CONTRACTOR under whose services are utilized for more than the contracted hours per day and/or outside their regular time of works when requested by DOE-VFO shall be paid his/her daily regular rate plus overtime based on premium rates as provided under the Labor Code.

DOE-VFO shall process the payments within fifteen (15) working days upon submission by **CONTRACTOR** of all required documents for attachment to the Disbursement Vouchers (DVs). All penalties shall be deducted from the billings for the pertinent period.

XIII. BEHAVIOUR OF WORKERS AT CLIENT PREMISES

All workers shall strictly comply with the provisions under Annex "A and Annex "B" of the Contract and the 11 General Orders for Security Professionals. See attached copy.

XIV. PERMITS AND LICENSES

CONTRACTOR warrants to obtain and maintain all necessary permits and licenses required by national or local officials, or by civilian or military authorities, in order to continue operating legally.

XV. PENALTIES for ABSENCES without RELIEVER and Equipment/Materials

A penalty of P500.00 per day per security guard shall be imposed against **CONTRACTOR** starting on the 2nd day of absence of the concerned security guard without a competent reliever and/or qualified replacement on top of the deduction of the absentee personnel's daily wage.

A penalty of **P100.00** per day per Equipment shall be imposed against **CONTRACTOR** starting on the 2nd day from time the Equipment is found unaccounted for or not properly operating. Any equipment that cannot be repaired within four (4) days' time shall be replaced with an identical unit or brand otherwise the penalty shall be raised to **P500.00** per day on the 5th day after the unit was found missing and/or defective. **DOE-VFO** shall deduct the penalty from **CONTRACTOR's** monthly payment corresponding to the month in which the penalty was incurred.

The cost of undelivered equipment/devices/materials shall be deducted from the **CONTRACTOR**'s monthly payment corresponding to the month in which the non-delivery was incurred based on the bid price of the **CONTRACTOR** or the **DOE-VFO** ABC itemized cost, whichever is higher.

XVI. RESERVATION CLAUSE

CONTRACTOR is aware that DOE-VFO is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporations. CONTRACTOR, nevertheless, agrees that whatever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable DOE-VFO to comply with such requirements. For its part, DOE-VFO undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

XVII. CONTRACTOR'S QUALIFICATIONS AND RESPONSIBILITIES

- Must be a member of PADPAO in good standing wherein a Certificate to that effect shall be submitted together with the bidding documents;
- b. Must have an office in Cebu City or nearby towns;
- c. Not blacklisted by any other government entities for the last two (2) vears:
- d. Timely payment of monthly salaries/wages of their personnel assigned at **DOE-VFO** premises;
- e. Quarterly meetings at **DOE-VFO** 3rd and 5th floor Escario building to discuss the smooth implementation of security activities especially when there are special big events/functions and unprogrammed events to be held at **DOE-VFO's** premises. Also, to discuss previous undertakings or activities for improvement of implementation.
- f. Timely delivery of equipment, supplies, materials as provided in the Contract; and
- g. Submission of Police Clearance, NBI Clearance, Barangay Clearance, Medical Certificate of personnel to be assigned to DOE-VFO prior to deployment as a requirement for acceptance at DOE-VFO premises. DOE-VFO may refuse to accept any personnel from CONTRACTOR for being a security risk, health risk, and not compliant with the requirements.
- h. **CONTRACTOR's** Officer must be a holder of DOLE/TESDA certificate for Occupational Safety and health standard (OSHS) and/or the Basic Occupational Safety and health (BOSH) seminars/training as required under rule 1030 of the OSHS, as amended, issued by Department of Labor and Employment (DOLE)

XVIII. LIABILITY STIPULATION

- a. The CONTRACTOR shall be responsible and liable in case of loss or damage that may occur within the properties of DOE-VFO within shift of guard when such loss and damage due to the negligence of the CONTRACTOR's guards and representatives or due to the infidelity or abuse of the authority delegated to them.
- b. The CONTRACTOR shall be responsible and liable in case of loss or damage within the properties of Client which loss or damage occurs inside the premises of the DOE-VFO excluding loss or damage to vehicles while parked inside the premises, as well as the general exclusion as set forth and provided the loss or damage occurred within the tour of duty of the guards; and it has been established after proper investigation by DOE-VFO in conjunction with the CONTRACTOR and/or reputable law enforcement agencies where required that said loss or damage is due or traceable to the negligence of the guards on duty and there is showing of entry whether with or without force, to a door window, or other points of entry the CONTRACTOR shall be responsible therefore.
- c. The liability of the CONTRACTOR shall extend to the value of the loss in such an incident. The CONTRACTOR shall pay to DOE-VFO, officer, employee, or guest to the extent that such loss damage is not fully compensated under the Performance bond article hereof and the liability of the CONTRACTOR its guards, or its representatives is established hereof within a period of thirty (30 days) from the date of incident.
- d. The **CONTRACTOR** shall be responsible and liable for the proper faithful performance of duty of its guards and personnel and shall hold **DOE-VFO** free and harmless from any form of physical or bodily injury or death inflicted on any third party by its guard or personnel where such injury or death arises out of or in the course of performance of guard duties.
- e. The **CONTRACTOR** shall hold **DOE-VFO** entirely and completely free and harmless from any liability cause or cause of action, claim or claims which may be filed by its guards and personnel, their heirs or families, by reason of their employment under this Contract, or under the provisions and implementing rules and regulation of the Labor Code of the Philippines or any other laws which are now in effect or may hereafter be enacted.
- f. The CONTRACTOR shall not be liable nor responsible for loss or damage of personal properties which are not visible to guards or not entrusted to them due to fortuitous events, force majeure or acts of God or where such loss was the result of any of the following: robbery in band, mob, violence, acts of dissidence or crimes involving subversive elements, war, revolution, demonstration, or rallies not for acts of its guards under DOE-VFO instruction not covered by scope of this Contract.

ATTACHMENT TO CY 2023 DOE-VFO CONTRACT ON SECURITY SERVICES

ANNEX "A"

RULES AND REGULATIONS PERTAINING TO CONTRACTOR'S SECURITY GUARD'S 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 security guard assigned to **CLIENT** who commit such misbehavior or misconduct.

1. Conduct and Behavior

- a. Commission of an act which is or may constitute a crime;
- 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 **CLIENT's** premises or while performing work for **CLIENT** whether within or outside its premises;
- f. Malicious mischief or horseplay resulting in injury to persons or destruction of **CLIENT's** property for which it may be held liable;
- g. Intimidations or coercion of fellow CONTRACTORS' workers, CLIENT's personnel, customers, guests and/or any person, in any manner which adversely affects CLIENT's interests;

- Concealing a disease which endangers fellow CONTRACTORS' workers or CLIENT's personnel and guests;
- Refusal to submit to or failure to meet security requirements of **CLIENT** or being in the opinion of **CLIENT**, a poor security risk;
- j. Intentionally damaging CLIENT's property or any property for which CONTRACTOR's may be held liable; and
- k. Failure to carry out instructions of superiors and/or **CLIENT's** concerned personnel.

2. Negligence of Duty

- a. Negligence in assigned tasks/duties;
- b. Habitual neglect of duty;
- 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;
- d. Sleeping or napping while on duty; and
- e. Leaving work and/or workplace without proper relief or authorization.

3. Insubordination

- a. Disobedience to the lawful order of superiors in connection with his/her duties;
- b. Refusal to answer questions in any investigation authorized or conducted by **CLIENT** unless such answers would violate Constitutional rights; and
- c. Insult or willful disrespect by the security guard on the honor of any official or employee of **CLIENT** or persons transacting business with **CLIENT**.

4. **Dishonesty**

- a. Unauthorized use of **CLIENT's** resources;
- b. Stealing and attempting to steal from **CLIENT**, its employees, contractors and/or clientele;
- 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;
- d. Substituting material and/or object with intent to gain;
- 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
- f. Defrauding **CLIENT** in any manner.

5. Alcoholic Beverages or Prohibited/Regulated Drugs

- a. Unauthorized use or possession of prohibited/regulated drugs within CLIENT's premises;
- Drinking liquor within **CLIENT's** premises except during official occasions and locations authorized by **CLIENT**;
- c. Reporting for work under the influence of liquor and/or prohibited/regulated drugs, or with observed disturbance of mindset due depression or stress (physical or financial); and
- d. Selling or inducing any person to take prohibited/regulated drugs within CLIENT's premises except when duly authorized for medical reasons.

6. **Safety**

- a. Failure to observe **CLIENT's** safety rules and regulations;
- Carelessness with regard to safety of fellow CONTRACTORS' workers or CLIENT's personnel, guests and visitors;
- After having access to information, failure to report immediately, an accident or injury involving fellow CONTRACTORS' workers, CLIENT's personnel or damage to CLIENT's property;
- d. Smoking in "No Smoking" areas within **CLIENT's** premises or property;
- 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;
- f. Removing safety devices from **CLIENT's** machinery, equipment or any other property without permission;
- 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;
- h. Allowing unauthorized persons to operate **CLIENT's** vehicle or equipment when the same is assigned to him/her;
- Driving under the influence of liquor or prohibited/regulated drugs;
- j. Intentionally destroying or damaging CLIENT's property or other equipment;
- k. Failure to wear safety attire when prescribed within **CLIENT's** premises;

- Staying after work in **CLIENT's** premises unless otherwise authorized by the VFO Director or his authorized representative; and
- m. Unauthorized entry in restricted areas/office/closed rooms within **CLIENT's** premises.

7. Other Acts or Omissions

- 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 VFO Director of CLIENT;
- Improper or non-wearing of CONTRACTOR's uniform when on-duty at CLIENT's premises and/or in CLIENT's other sites;
- 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;
- d. Discourtesy to **CLIENT's** personnel, guests, visitors and other **CONTRACTORS**' workers;
- e. Use of **CLIENT's** telephone direct line in placing outside call with charges without proper written authorization from the VFO Director of **CLIENT**; and
- f. Loafing to other areas where he/she is not assigned and/or unauthorized entry to offices or closed areas at **CLIENT's** premises.

VFO Security Services Contract 2023

ATTACHMENT TO CY2023 DOE-VFO SECURITY SERVICES CONTRACT

ANNEX "B"

ELEVEN GENERAL ORDERS FOR SECURITY PROFESSIONALS

- 1. To take charge of my post and all company properties in view and protect/preserve the same with utmost diligence;
- 2. To walk in an alert manner during my tour of duty observing everything that takes place within sight or hearing;
- 3. To report all violation of regulations and orders that I am instructed to enforce;
- 4. To relay all calls from posts more distant from the security house where I am stationed;
- 5. To guit my post only when properly relieved;
- 6. To receive, obey and pass to the relieving guard all orders from company officers or officials, superiors, post in-charge or shift leaders;
- 7. To talk to no one except in line of duty;
- 8. To sound or call the alarm in case of fire or disorder;
- 9. To call the superior officer in any case not covered by instructions;
- 10.To salute all company officials, superiors in the agency, ranking public officials and officers of the Philippine National Police; and
- 11.To be especially watchful at night and during the time of challenging, to challenge all persons on or near my post and to allow no one to pass or loiter without proper authority.

VFO

ATTACHMENT TO DOE - VFO CY 2023 SECURITY SERVICES CONTRACT

ANNEX "C"

EQUIPMENT, DEVICES, SUPPLIES, MATERIALS and SPECIAL SERVICES

Qty	Unit	Particulars Description / Nomenclature	
2	unit	Handheld Metal Detectors	For use in scanning metal objects placed inside bags/luggage at entry points especially at building lobbies. To sound off an alarm when a metal is scanned.
2	units	Cellphones with camera and recorder, at least 8 megapixels clear image	For use by SGs at 3rd and 5th floor.
2	sets	First Aid Medical Kits (1 per SG)	For emergency use by SGs
		a. 70% Solution Isopropyl Alcohol Green Cross (60ml) b. White Flower Analgesic Balm (20ml) c. Wound Solution Betadine (30ml) d. Hydrogen Peroxide/Agua Oxinada (60ml) e. 4 pcs. Sterilized Gauze (at least 3"x3") f. 1 roll transparent Medical Tape (12mm x 2.5m) g. 1 roll Elastic Bandage 2 inches width h. Cotton Pack 12 grams i. Medicine Holder Box containing at least 6 pcs. Paracetamol Biogesic 500mg, 6 pcs Loperamide Diatabs capsules 2mg, 6 pcs. Buscopan tablets 10 mg., 6 pcs. Paracetamol Neozep 500mg. j. Small scissor or sewing blade	
180	pcs.	Face shields (through the contract period)	For use by the SGs on- duty
100	boxes	Face Masks (through the contract period)	For use by the SGs on- duty
2	units	Thermal Scanner (1 for 3rd and 1 for 5th floor)	For use by SGs
2	pcs	Flashlights (1 per SG)	Per SG on-duty

General Conditions:

- 1. Quotation shall be valid for sixty (60) days from submission
- 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*)
- 3. The following documents shall be attached/included in the submission of proposal/quotation:
 - a) Mayor's / Business Permit
 - b) PhilGEPS Registration Number/Certificate
 - c) 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, Taquiq 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	
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

General Conditions:

- 8. Quotation shall be valid for sixty (60) days from submission
- 9. 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)
- 10. The following documents shall be attached/included in the submission of proposal/quotation:
 - e) Mayor's / Business Permit
 - f) PhilGEPS Registration Number
 - g) Income / Business Tax Return
 - h) Omnibus sworn Statement (Annex C)
- 11. 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.
- 12. The Supplier shall clearly state the company name and account name for payment.
- 13. The price quoted is inclusive of all taxes and other charges.

14. 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.

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]