



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

Solicitation No.	RFQ-02-0101-2022-01-0013-0329-0026
Purchase Request No.:	02-0101-2022-01-0013

**REQUEST FOR QUOTATION**

Title of Procurement/End-user	: <b>CY2022 SECURITY SERVICES FOR VISAYAS FIELD OFFICE</b>
Mode of Procurement	: <b>Small Value Procurement (AMP 53.9)</b>
Bidding Terms	: <b>1 LOT</b>
Delivery Terms/Schedule	: <b>15 Days</b>
Delivery Location	: Department of Energy Visayas Field Office, Cebu 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.

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, 3<sup>rd</sup> 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](mailto:bacsecretariat@doe.gov.ph) not later than **01 April 2022 at 5PM**. LATE SUBMISSION WILL NOT BE ACCEPTED.

Terms of Reference/Specifications				
Item No.	Description/ Specification:	Quantity	Unit Price	Total ABC
1.	<b>SECURITY SERVICES</b>  a. <b>CONTRACTOR</b> to secure and protect <b>CLIENT's</b> properties located at 3 <sup>rd</sup> and 5 <sup>th</sup> floors, Escario Bldg., Escario St Capitol Site, Cebu City from sabotage, burglary, robbery, and other unlawful acts.  b. Protect the limbs and lives of <b>CLIENT's</b> officials, employees, guests, clients and contracted personnel in the <b>CLIENT's</b> premises and other sites where <b>CLIENT</b> is holding activities.  c. Provide all assistance in case of emergencies, e.g., fires, typhoons, earthquakes and other calamities that might occur at <b>CLIENT's</b> premises, leased office areas and/or where <b>CLIENT</b> is holding official activities.  d. Enforce a system of personnel identification and access control at doors and gates of <b>CLIENT's</b> work areas/spaces. To check and record persons and vehicles entering/leaving <b>CLIENT's</b> 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 <b>CLIENT's</b> premises. To ensure all materials/equipment taken out from <b>CLIENT's</b> premises are checked and recorded and with the proper gate pass approved by authorized representative/s of <b>CLIENT</b> .  g. Log personal items brought in and out of the <b>CLIENT's</b> premises for monitoring and reference purposes especially when such items are to be taken out later from the <b>CLIENT's</b> premises.  h. Submit daily routine security report in the 1 <sup>st</sup> working hour of the next day to the authorized representative/s of <b>CLIENT</b> , to include unusual incident reports and observation reports when necessary.			700,000.00

	<p>i. Log all security-related incidents and activities at all times in a logbook to be provided by the <b>CONTRACTOR</b>. The accomplished logbooks must be surrendered to <b>CLIENT</b> annually.</p> <p>j. Comply and strictly follow the 11 General Orders (GO) for security professionals and <b>CLIENT's</b> Security Policy and the Guidelines on Contracted Workers as indicated in Annex "A" of the Security Contract.</p> <p>k. <b>CONTRACTOR</b> shall likewise implement, enforce or obey such orders, instructions, or policies the <b>CLIENT</b> may, from time to time, issue as per Special Order (SO) to ensure security and protection of the latter's personnel and properties, and <b>CONTRACTOR</b> warrants and represents that all its security personnel assigned to <b>CLIENT</b> 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.</p> <p>l. Conduct general security survey of <b>CLIENT's</b> premises once a year and/or as necessary to assess the adequacy of control and security and safety measures being implemented.</p> <p>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 <b>CONTRACTOR</b> and shall furnish <b>CLIENT</b> with a Certification to this effect issued by the concerned Range Officer where the firing and gun-handling safety exercises were conducted. <b>CLIENT'S</b> 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 <b>CLIENT'S</b> premises and cannot be re-assigned to <b>CLIENT'S</b> premises until such time that he/she passes said training course.</p> <p>n. Implement and enforce all other DOE and office security and safety policies that may be promulgated from time to time by <b>CLIENT</b>.</p> <p>o. Contractor shall abide with all health and safety protocols, particularly COVID-19 related measures, issued by the <b>CLIENT</b> and other agencies. For this purpose, the <b>CONTRACTOR</b> shall provide the necessary supplies and materials to ensure the safety of its security personnel.</p>			
2.	<p><b>QUALIFICATION OF SECURITY GUARD:</b></p> <p>a. Security Guard (Male)</p> <ol style="list-style-type: none"> <li>Holder of valid security guard license;</li> <li>Male, not less than 20 years old but not more than 45 years old;</li> <li>Not less than 5'3 in height, weight not less than 120 lbs;</li> <li>At least high school graduate;</li> <li>Good physical and mental condition as attested by a certificate issued by a reputable testing institution;</li> <li>Can write good report in English</li> <li>The Security Guard must be a resident of Cebu City or will transfer to the city once assigned at VFO.</li> <li>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)</li> <li>Of good moral character and free from any civil convictions or litigation involving theft, battery, slander, public misconduct, assault, or similar proceedings. <b>CONTRACTOR</b> 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.</li> </ol> <p>b. Schedule 7:00 am – 7:00 pm</p>			
3.	<p><b>NO. OF PERSONNEL    DUTY HOUR DAILY    PLACE</b></p> <p>2 Security Guard    8 hours daily    3<sup>rd</sup> floor Escario bldg.– 1 SG</p>			

	With 4 hours OT 5 <sup>th</sup> floor Escario bldg.. – 1 SG			
4.	<p><b>CONTRACTOR</b> shall also submit to <b>DOE-VFO</b> within ten (10) calendar days from signing of the Contract the following additional bonds and securities issued from GSIS and/or any insurance companies duly accredited and registered under the Office of the Insurance Commissioner:</p> <ul style="list-style-type: none"> <li>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</li> <li>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 <b>CONTRACTOR</b> fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines.</li> </ul>			
5.	<p><b>CONTRACTOR shall provide at its own expense the following:</b></p> <ul style="list-style-type: none"> <li>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 and 1 unit at the Office area;</li> <li>b. Medical kit and working flashlight with good battery year-round for every guard-on-duty, (1 set);</li> <li>c. 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 main office and 1 for storage, and flashlight per SG.</li> </ul>			
6.	<p><b>OTHER REQUIREMENTS</b></p> <p>Certificate of Membership and in good standing with PADPAO/SAGSD.</p>			
7.	<p><b>TAXES, FEES AND OTHER CHARGES</b></p> <p>Any and all taxes, duties, fees, charges and other legal exactions arising by virtue of the Contract shall be for the account of <b>CONTRACTOR</b>. It is further understood that <b>CLIENT</b> shall deduct and withhold the applicable withholding taxes, if any, and if it deems necessary, from its payments to <b>CONTRACTOR</b> under the Contract pursuant to the requirements of laws.</p>			
8.	<p><b>SETTLEMENT AND LITIGATION</b></p> <p>Amicable settlement of disputes. However, if either <b>PARTY</b> 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.</p>			
9.	<p><b>BILLING AND PAYMENTS</b></p> <p><b>CONTRACTOR</b> to submit on or before the second day of the following month its bill on services rendered in the preceding month and accompanied by a Sworn Affidavit by <b>CONTRACTOR</b> to the effect that it has paid all the wages and benefits of the security personnel detailed to <b>DOE-VFO</b>, in accordance with existing laws, including the remittance of premiums for SSS, EC, Pag-ibig, and Philhealth monthly contributions. <b>CONTRACTOR</b> 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 <b>DOE-VFO</b>. <b>DOE-VFO</b> shall not process any billing submitted without the foregoing documents. Any security guard provided by <b>CONTRACTOR</b> under whose services are utilized for more than the contracted hours per day and/or outside their regular time of works when requested by <b>DOE-VFO</b> shall be paid his/her daily regular rate plus overtime based on premium rates as provided under the Labor Code.</p> <p><b>DOE-VFO</b> shall process the payments within fifteen (15) working days upon submission by <b>CONTRACTOR</b> of all required documents for</p>			

	attachment to the Disbursement Vouchers (DVs). All penalties shall be deducted from the billings for the pertinent period.			
10.	<b>BEHAVIOUR OF WORKERS AT CLIENT PREMISES</b>  All workers shall strictly comply with the provisions under Annex "A" of the Contract and the 11 General Orders for Security Professionals. See attached copy.			
11.	<b>PERMITS AND LICENSES</b>  <b>CONTRACTOR</b> 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.			
12.	<b>PENALTIES for ABSENCES without RELIEVER and Equipment/Materials</b>  A penalty of P500.00 per day per security guard shall be imposed against <b>CONTRACTOR</b> starting on the 2 <sup>nd</sup> 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 <b>P100.00 per day per Equipment</b> shall be imposed against <b>CONTRACTOR</b> starting on the 2 <sup>nd</sup> day from time the Equipment is found unaccounted or not properly operating. Any equipment that cannot be repaired within four (4) day's time shall be replaced with an identical unit or brand otherwise the penalty shall be raised to <b>P500.00 per day on the 5<sup>th</sup> day</b> after the unit was found missing and/or defective. <b>DOE-VFO</b> shall deduct the penalty from <b>CONTRACTOR's</b> monthly payment corresponding to the month in which the penalty was incurred.  The cost of undelivered equipment/devices/materials shall be deducted from the <b>CONTRACTOR's</b> monthly payment corresponding to the month in which the non-delivery was incurred based on the bid price of the <b>CONTRACTOR</b> or the <b>DOE-VFO</b> ABC itemized cost, whichever is higher.			
13.	<b>RESERVATION CLAUSE</b>  <b>CONTRACTOR</b> is aware that <b>DOE-VFO</b> is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporation. <b>CONTRACTOR</b> , 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 <b>DOE-VFO</b> to comply with such requirements. For its part, <b>DOE-VFO</b> undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.			
14.	<b>CONTRACTOR'S QUALIFICATIONS AND RESPONSIBILITIES</b>  a. 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) years; d. Timely payment of monthly salaries/wages of their personnel assigned at <b>DOE-VFO</b> premises; e. Quarterly meetings at <b>DOE-VFO</b> 3 <sup>rd</sup> and 5 <sup>th</sup> 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 <b>DOE-VFO's</b> 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 <b>DOE-VFO</b> prior to deployment as a requirement for acceptance at <b>DOE-VFO</b> premises. <b>DOE-VFO</b> may refuse to accept any personnel from <b>CONTRACTOR</b> for being a security risk, health risk, and not compliant with the requirements.			
15.	<b>LIABILITY STIPULATION</b>			

	<p>a. The <b>CONTRACTOR</b> 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 <b>CONTRACTOR</b> its guards and representatives or due to the infidelity or abuse of the authority delegated to them.</p> <p>b. The <b>CONTRACTOR</b> 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 <b>DOE-VFO</b> 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 <b>CONTRACTOR</b> 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 <b>CONTRACTOR</b> shall be responsible therefore.</p> <p>c. The liability of the <b>CONTRACTOR</b> shall extend to the value of the loss such incident. The <b>CONTRACTOR</b> shall pay to <b>DOE-VFO</b>, officer, employee, or guest to the extent that such loss damage are not fully compensated under the Performance bond article hereof and the liability of the <b>CONTRACTOR</b> its guards, or its representatives is established hereof within a period of thirty (30 days) from the date of incident.</p> <p>d. The <b>CONTRACTOR</b> shall be responsible and liable for the proper faithful performance of duty of its guards and personnel and shall hold <b>DOE-VFO</b> free and harmless from any form of physical or bodily injury or death inflicted on any third party by its guard or personel where such injury or death arises out of or in the course of performance of guard duties.</p> <p>e. The <b>CONTRACTOR</b> shall hold <b>DOE-VFO</b> 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.</p> <p>f. The <b>CONTRACTOR</b> 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 <b>DOE-VFO</b> instruction not covered by scope of this Contract.</p>			
16.	<p><b>OTHER REQUIREMENTS TO SUBMIT (Within Three (3) Days Upon Notice for Post Qualification Purposes by the Bids and Awards Committee – Technical Working Group (BAC-TWG)</b></p> <p>a. Proof of monthly/quarterly remittance of premiums for SSS, EC, Philhealth, Pag-ibig within the past six (6) months</p> <p>b. DOLE/NLRC Certificate that the company has no unfavorable decision for violation of minimum wage law for the past 6 months.</p> <p>c. Proof of 12% VAT latest payments within the past 6 months thru Electronic Payment Filing System (EPFS)</p> <p>d. Certificate of Registration with Phil-GEPS</p> <p>e. Recent Business &amp; Tax Returns</p>			
<p><b>General Conditions:</b></p> <ol style="list-style-type: none"><li>1. Quotation shall be valid for sixty (60) days from submission</li><li>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. <b>(If applicable)</b></li><li>3. The following documents shall be attached/included in the submission of proposal/quotation:<ol style="list-style-type: none"><li>a) Mayor's / Business Permit</li><li>b) PhilGEPS Registration Number/Certificate</li><li>c) Income /Business Tax Return</li><li>d) Omnibus sworn Statement (Annex C)</li></ol></li><li>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.</li><li>5. The Supplier shall clearly state the company name and account name for payment.</li><li>6. The price quoted is inclusive of all taxes and other charges.</li><li>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.</li></ol>				