
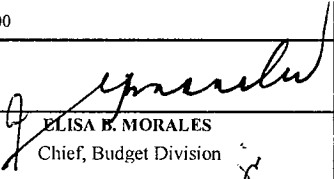



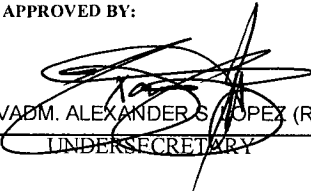
PURCHASE REQUEST

Entity Name: DEPARTMENT OF ENERGY Fund Cluster: 1

Division/Office:		PR No. 02-0101-2021-04-0081	Date: 04/08/2021		
EIMD/VFO		Responsibility Center Code : 09-001-00-00000-21-02			
Stock/ Property No.	Unit	Item Description	Quantity	Unit Cost (Php)	Total Cost
	1 Lot	Procurement of Hauling Services for the Visayas Field Office			496,000.00

TITLE OF PROCUREMENT/PURPOSE:
 PROCUREMENT OF HAULING SERVICES/
 To provide the DOE – Visayas Field Office with reliable and immediately available hauling services during the enforcement of downstream oil industry rules.

<p>REQUESTED BY:</p> <div style="text-align: center;">  JOSE REY D. MALEZA <small>CHIEF SRS, EIMD</small> </div> <p style="text-align: right;">DATE</p> <p><small>(Signatory as per DO No. 2017-06-0008, Please indicate Name, and Position)</small></p>	<p>FUNDING FOR CONTRACTED-OUT REPAIR/SERVICES/PROJECT:</p> <p>ESTIMATED AMOUNT: P 496,000.00</p> <p>ALLOCATED PROVIDED:</p> <div style="text-align: right;">  ELISA B. MORALES <small>Chief, Budget Division</small> </div>
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<p>RECOMMENDED BY:</p> <div style="text-align: center;">  ATTY. RUSS MARK T. GAMALLO <small>OFFICER-IN-CHARGE, VFO</small> </div> <p style="text-align: right;">DATE</p> <p><small>(Signatory as per DO No. 2017-06-0008, Please indicate Name, and Position)</small></p>	<p>APPROVED BY:</p> <div style="text-align: center;">  VADM. ALEXANDER S. LOPEZ (RET.) <small>UNDERSECRETARY</small> </div> <p style="text-align: right;">DATE</p> <p><small>(Signatory as per DO No. 2017-06-0008, Please indicate Name, and Position)</small></p>
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PMD: FGD/ IMR/ JPC/ ASC

PMD Procurement Code:
 01-Goods; 02-Services; 03-Consulting Services; 04-Infrastructure;
 05-Capital Outlay

TERMS OF REFERENCE

Hauling Services

Approved Budget for the Contract: **P 496,000.00**

Approved Rental Rate: **Boom Truck (3 Tons) – P 12,000.00/trip**
 10-Wheeler Cargo Truck – P 10,000.00/trip
 6-Wheeler Cargo Vehicles – P 8,000.00/trip

Contract Duration : One (1) Year

Bid Amount : Php _____

Total Bid Amount : Php _____

I. OBJECTIVE

To provide the DOE – Visayas Field Office with reliable and immediately available hauling services during the enforcement of downstream oil industry rules in Central Visayas area by, or with the assistance of, the **Department of Energy**, hereafter referred to as the **CLIENT**.

II. REQUIREMENTS

The **CONTRACTOR** shall ensure that the following requirements are complied:

1. **CONTRACTOR** is a PhilGeps - registered hauler and shall provide the following vehicles, whenever necessary:
 - i. 3-ton boom truck;
 - ii. 10-wheeler open top cargo truck, with side railings; and
 - iii. 6-wheeler open top cargo truck, with side railings.

All vehicles shall be in good working/running condition, with current licenses as required by concerned government agencies, that includes, among others, Land Transportation Office plate license and vehicle registration. The hiring is inclusive of drivers, fuels, parking fees or other fees/licenses/permits needed during transport and cargo handlers. The rate shall be on a per trip basis.

The **CLIENT**, through its assigned representative, has the sole authority in the dispatch of the vehicles, including the designation of vehicles itinerary and time of departure and return.

2. **CONTRACTOR** shall assign competent professional drivers with advanced knowledge on car troubleshooting. The **CLIENT** shall not

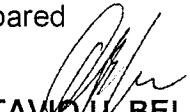
shoulder any expenses on the repair and maintenance of any vehicle. The **CONTRACTOR** shall assign a Supervisor that shall coordinate with the **CLIENT** on the dispatch of cargo personnel and assignment of the vehicles.

3. The **CONTRACTOR** shall prepare a trip ticket after each trip to be signed by the **CLIENT**, or its assigned representative. The trip ticket shall be accomplished in at least (2) copies, a copy of which shall be given to the **CLIENT** while another to be retained by the **CONTRACTOR**. The trip tickets shall be enclosed in the bill to be submitted to the **CLIENT** for payment purposes.
4. **CONTRACTOR** shall ensure the availability and reliability of vehicles within three (3) hours upon request by the **CLIENT** any time of day.
5. **CONTRACTOR** shall ensure the timely departure and arrival of its vehicles from and to the respective assigned areas.
6. **CONTRACTOR** shall ensure the safe handling of cargoes during the loading and unloading of the confiscated cargoes.
7. **CONTRACTOR** shall dispatch a replacement service vehicle immediately and be made available within one (1) hour on-site if any vehicle is unoperational. The **CONTRACTOR** shall shoulder all cost that may be incurred due to delay on the arrival of the replacement vehicle beyond the one-hour period. The replacement shall be of the same specification as to the replaced vehicle or can accommodate the requirements needed.
8. **CONTRACTOR** shall be liable for any accident and/or incident that results to death, injury, or damage to loss of property that any other third parties may suffer in the course of its service.
9. **CONTRACTOR** shall be responsible for any death, loss of injury suffered by **CLIENT's** personnel and/or **CLIENT's** partner agencies personnel or by any third party while in the performance of its services. **CONTRACTOR** shall fully indemnify **CLIENT**, its personnel and/or third parties for any death, loss or injury they may suffer therefrom, as the case may be, not later than thirty (30) days after a formal claim has been filed with it by **CLIENT**.
10. The **CONTRACTOR** shall vouch that its drivers shall have their professional driver's licenses, in accordance with national laws and shall comply strictly with traffic laws, rules and regulations.
11. **CONTRACTOR** shall shoulder all living expenses of its drivers such as meals, and accommodation/lodgings.

III. PAYMENT

For the services enumerated, the contract price is inclusive of Value-Added-Tax (VAT) and other pertinent taxes. A monthly billing shall be prepared one (1) week after the end of the month for the services rendered.


Prepared


OCTAVIO U. BELARMINO
SR. SRS

Reviewed by:


JOSE REY D. MALEZA
Chief SRS, EIMD

Approved by:


RICARDO B. DELA CRUZ
Director - VFO

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]