

TERMS OF REFERENCE

Van Rental (Shuttle Services for DOE-VFO personnel)

I. Objective:

To provide adequate and safe transportation services to DOE-VFO personnel amidst the continued threat of the coronavirus in the Province of Cebu. With this initiative, the employees will be better protected due to minimal exposure to possible novel coronavirus carriers while using public transportation. This will also ensure continued government service. The proponent, and the end-user, is the *Department of Energy - Visayas Field Office*, hereafter referred to as the **CLIENT**.

II. Approved Budget for the Contract: Php902,000.00

Inclusive of all cost, VAT, Taxes and other charges and without provision for price escalation.

III. Scope of Work:

1. The Department of Energy (DOE) needs a responsible and duly licensed shuttle vehicle service operator to provide two (2) units of vehicle for daily shuttle services for DOE employees for:
 - a. From residences to DOE Office and from DOE office to residences with the following pick-up/drop-off points:
 - i. Minglanilla, Cebu
*with stop-overs in between as the need arises
 - ii. Lilo-an, Cebu
*with stop-overs in between as the need arises
 - b. Vehicle service for official transportation for DOE official business within the Vicinity of Metro Cebu during the 10-hour per day vehicle duty.
2. Provision of two (2) units of fully air-conditioned passenger/commuter, inclusive of fuel expenses, with comfortable/enough leg rooms and width, with at least 12-passenger seating capacity. All vehicles shall not be older than three (3) years and in good working/running condition fully air-conditioned and equipped by COVID 19 passenger separator that should be compliant to the requirement of the IATF for COVID 19.
3. In case that the number of service hour exceed the 10hr/day due to circumstances beyond the control of DOE, such as traffic conditions, flooding, storm, emergency cases, and other similar situation, the Service Provider is required to render the service of transporting the DOE employee from/to DOE office at designated pick-up/drop-off point without any additional cost.

4. Designation of focal person that will coordinate with DOE designated dispatch officer on the administrative and logistical aspect of the services required.
5. Compliance to the DOE health and safety protocols including other government agency issuances relating to the response and mitigating measures against the COVID-19 pandemic, such as but not limited to:
 - a. Sanitization and disinfection of common and frequently touched surfaces (e.g. seat surfaces, rails, belts, door and window controls), before, between and after each use;
 - b. Daily general disinfection of the vehicle;
 - c. Weekly vehicle fumigation by a professional disinfection service provider;
 - d. Provision of thermal scanner thermometer;
 - e. Daily Service Provider health clearance for the drivers;
 - f. Wearing of face mask and gloves at all times; and
 - g. Submission of medical certificate on the health status of the drivers assigned when required by the DOE.

IV. Service Provider Responsibilities:

1. Ensure the availability and reliability of vehicles on a daily basis. Additional charges, in excess of the 10-hour/day shall only be rendered with authorizations and the rate shall be based on a per hour basis as indicated in the financial proposal.
2. Ensure the timely departure and arrival of its vehicles from and to the respective assigned areas.
3. The Service provider drivers shall, upon departure from and arrival in the assigned areas, accomplished daily itinerary by logging the time of arrival/departure and the corresponding odometer readings and attested to and duly signed by the DOE dispatch officer or his representative for proper documentation and contact tracing.
4. Provide a replacement service vehicle immediately in case of vehicle breakdown and be made available within one (1) hour on-site, after receipt of advice from the DOE. All cost related to the provision of replacement shall be to the account of the Service Provider. vehicle beyond the one-hour period.
5. Provide the mandatory insurance coverage required by the government for the shuttle service vehicles.
6. Drivers must possess the following:
 - a. Holder of valid professional driver's license
 - b. Pass the safety requirements of GSD of CLIENT, e.g., submission of Clearances issued by NBI, PNP, Court, Barangay of Residence for the past six (6) months, and Medical Certificate especially Neuro and Drug Tests;
 - c. Physically and mentally fit to drive; and
 - d. With drug test certificate for drivers taken within one week before its actual assignment.
7. Submission of daily Travel Report of accomplished Trip Ticket.
8. Replacement of vehicle as requested by DOE based on its assessment as to the reliability/safety or when the government or DOE health protocols or requirements are not met.

V. Service Period:

The provision of shuttle service shall be from August to December 2021

VI. Penalties and Deduction:


1. Billing shall be passed on the actual services rendered, in case the Service provider provided only half day service, the billing shall be prorated based on the daily rate. A penalty of 10% shall be charged to the Service Provider based on the unserved service.
2. Payment of 75% only for the pertinent trip if the shuttle vehicle's air-con system is not working/operating normally; and
3. 50% penalty if the shuttle service failed to reached the drop-off point destination due to breakdown

VII. Other Requirements:

1. SEC/ DTI/ CDA Certificate of Business Registration;
2. Current/ Valid Business Permit (Mayor's Permit);
3. Income/Business Tax Return or Current/ Valid Tax Clearance;
4. Omnibus Sworn Statement;
5. LTFRB Franchise for Shuttle Service/Vehicle Rental;
6. OR/ CR of Vehicles for hire;
7. Insurance Policy;
8. PhilGEPS Membership No.

VIII. Payment Terms:

Monthly Billing based on the actual services rendered upon submission of complete documentation (Daily Travel Report/Trip Ticket)) and acceptance of end-user. Payment is through check payment processed at the Visayas Field Office and subject to usual government auditing and accounting procedures


RUSS MARK T. GAMALLO
OIC Director
Visayas Field Office
Department of Energy
Cebu City

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]