



OFFICE OF THE SOLICITOR GENERAL

OSG Building, 134 Amorsolo St., Legaspi Village, Makati City
Tel. No. 8988-1674 local 777; 8836-3314/Telefax No. 8813-1174

Procurement for the Supply of Fuel for the Service Vehicles of the Office of the Solicitor General (OSG) FY 2023 NEP

Government of the Republic of the Philippines

[OSG PR No. 022-11-238 (2023)]

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines

Office of the Solicitor General

OSG Bldg. 134 Amorsolo St., Legaspi Village, Makati City
Tel No. 8988-1674 loc. 777; & 8836-3314; Telefax No. 8813-11-74
Website: www.osg.gov.ph

INVITATION TO BID FOR Procurement for the Supply of Fuel for the Service Vehicles of the Office of the Solicitor General (OSG) FY 2023 NEP

1. The **Office of the Solicitor General**, through the **FY 2023 National Expenditure Program** intends to apply the sum of **Three Million Five Hundred Thousand Pesos (Php3,500,000.00)** being the ABC to payments under the contract for **Procurement for the Supply of Fuel for the Service Vehicles of the Office of the Solicitor General (OSG) FY 2023 NEP / OSG PR No. 022-11-238 (2023)**. Bids received in excess of the Approved Budget for the contract (ABC) shall be automatically rejected at bid opening.
2. The **OSG** now invites bids for the above Procurement Project. To commence **one (1) day after receipt by the Supplier of the Notice to Proceed (NTP)**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **OSG** and inspect the Bidding Documents at the address given below during **Monday to Friday 8:00am to 5:00pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders from Monday to Friday, between 8:00am to 5:00pm starting **8 December 2022** until 02:30pm of **27 December 2022**, from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Three Thousand Five Hundred Pesos (Php3,500.00)**. Interested bidders may purchase the bidding documents by

depositing the amount of **Three Thousand Five Hundred Pesos (Php3,500.00)** with the **OSG Trust Fund 101 Account Number 1802-1016-23**, Office of the Solicitor General, Land Bank of the Philippines, Paseo de Roxas Branch, Makati City and submitting the proof of deposit at fms@osg.gov.ph, or by paying directly with the Cashier's Office at the Office of the Solicitor General, 134 Amorsolo Street, Legaspi Village, Makati City.

6. The **OSG** will hold a Pre-Bid Conference open to prospective bidders on **15 December 2022 @ 2:30pm** at the **9th Floor, Padilla Hall, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** and/or through video conferencing or webcasting *via* **Microsoft Teams**.
7. Bids must be duly received by the BAC Secretariat/Procurement through manual submission at the office address indicated below on or before **2:55pm** of **27 December 2022**. **Late bids shall not be accepted.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **03:00pm** of **27 December 2022** at the **9th Floor, Padilla Hall, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** and/or *via* **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to personally attend the activity.
10. Prospective Bidders are required to submit (1) one additional hard copy of their bid as allowed in **ITB** Clause 15.

Further Prospective Bidders are notified that **this procurement is undertaken through Early Procurement Activity. In this regard, prospective bidders are enjoined to refer to the GPPB Circular 06-2019 dated July 17, 2019 and other related issuances.**

Also, for purposes of videoconferencing, prospective bidders are advised to provide their email addresses not later than thirty (30) minutes before the activity at the email address below. While the BAC can conduct face-to-face pre-bid conference and opening of the bids amidst the quarantine imposed by the National Government, prospective bidders are enjoined to send only one (1) representative so that health and safety protocols can be properly observed.

11. The **OSG** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Christian D. Buat

ADMIN Division – Procurement Section / BAC Secretariat

Office of the Solicitor General

OSG Building, 134 Amorsolo St., Legaspi Village, Makati City 1229

E-mail Address: osg.procurement2@gmail.com and/or rfq.osgprocurement@gmail.com

Tel No. (02) **8988-1674** loc. **777** / (02) **8836-3314** / Telefax No. (02) **8813-1174**
Website: www.osg.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://osg.gov.ph/page?call=proc-biditems>

Date of Issue: *December 8, 2022*



SHARON E. MILLAN-DECANO
Assistant Solicitor General
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the **Office of the Solicitor General**, wishes to receive Bids for the **Procurement for the Supply of Fuel for the Service Vehicles of the Office of the Solicitor General (OSG) FY 2023 NEP**, with identification number **OSG PR No. 022-11-238 (2023)**.

The Procurement Project **Procurement for the Supply of Fuel for the Service Vehicles of the Office of the Solicitor General (OSG) FY 2023** is composed of **1 Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2023 National Expenditure Program** in the amount of **Three Million Five Hundred Thousand Pesos (Php3,500,000.00)**

2.2. The source of funding is:

a. NGA, the **FY 2023 National Expenditure Program**.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have at least one (1) contract similar to the Project (SLCC) the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Procuring Entity prescribes that: Subcontracting is **not** allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the

Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 calendar days from date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case of videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as

the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. For the procurement of Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	No further instructions.
12	The price of the Goods shall be quoted DDP to the <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php30,000.00 <i>[two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php75,000.00 <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	The project shall be awarded as one contract with an ABC of Three Million Five Hundred Thousand Pesos (Php3,500,000.00) for the Procurement for the Supply of Fuel for the Service Vehicles of the Office of the Solicitor General (OSG) FY 2023 NEP inclusive of all government taxes and charges.
20.2	Must present the licenses and certifications required in the Terms of Reference.
21.2	No further instructions.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>“The service required by the Contract shall be rendered at the <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i> as well as in other properties rented by the OSG as its office premises. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <i>Supplies Section of the Administrative Division</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>e.training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Payments are governed by the necessary auditing and accounting rules.
4	No further instructions.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	Description	Quantity	Total	Delivered, Weeks/Months
	Procurement for the Supply of Fuel for the Service Vehicles of the Office of the Solicitor General (OSG) FY 2023 NEP			To commence one (1) day after receipt by the Supplier of the Notice to Proceed (NTP)

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

TERMS OF REFERENCE
OFFICE OF THE SOLICITOR GENERAL

**Procurement for the Supply of Fuel for the Service Vehicles of the
Office of the Solicitor General (OSG) FY 2023 NEP**

I.	RATIONALE	Statement of Compliance
	<p>The procurement for the supply of fuel (diesel and gasoline) for the OSG’s service vehicles is a major operational requirement necessary for the pursuit of its principal mandate. This procurement also helps control fuel spending by setting limits and tracking consumption. To this end, the OSG intends to engage an entity which could provide such service.</p> <p>The Revised Guidelines on Index-Based Pricing for Procurement of Petroleum, Oil and Lubricant (POL) Products, as amended, shall apply to this procurement.²</p>	
II.	APPROVED BUDGET FOR THE CONTRACT	Statement of Compliance
	The total Approved Budget for the Contract (ABC) for this procurement is Three Million Five Hundred Thousand Pesos (₱3,500,000.00) , inclusive of all applicable national and local taxes.	
III.	COMPUTATION OF LOWEST CALCULATED BID	Statement of Compliance
	The Lowest Calculated Bid shall be determined by identifying the bidder that offered the lowest bid price. For this purpose, bid price is defined as <i>the bid of the prospective Supplier, less discounts given, plus delivery cost, regardless of the index used in the procurement of POL products.</i>	
IV.	CONTRACT DURATION AND REQUIREMENTS	Statement of Compliance
	<ol style="list-style-type: none"> 1. The Contract shall be for a period of twelve (12) months, or until such Contract Price is consumed, whichever comes first, to commence one (1) day after receipt by the Supplier of the Notice to Proceed (NTP). 2. If during contract implementation, the total contract price for the project would have been consumed notwithstanding that the requirements were not fully delivered in the units/volume contemplated, no further order and payments shall be made. For illustration, the illustration in Item 7.10 (vis-à-vis Items 7.6.1 and 	

² See Appendix 22 of the Official Handbook on Philippine Government Procurement. This Revised Guidelines were recently amended by GPPB Resolution No. 26-2019.

	<p>7.8) of the Revised Guidelines on Index-Based Pricing for POL Products, as amended, shall form part of this ToR.³</p> <p>3. In the event the Contract expires without a successful procurement for the Supply of Fuel, the Contract may be extended for one (1) month, or for such period necessary, until the successful procurement of a new contract for the Supply of Fuel; <i>Provided</i>, that in no case shall the extension or renewal of the total contract exceed two years.</p> <p>4. The extension or renewal shall be subject to a) the approval of the Solicitor General, as Head of the Procuring Entity (HoPE); b) the availability of funds as certified by the OSG’s Financial Management Service (FMS); and b) favorable assessment or evaluation of the contractor/supplier’s performance.</p> <p>5. Within three (3) years prior to the deadline of submission of bids, the Supplier must have completed a single contract that is similar to this project equivalent to at least fifty percent (50%) of the ABC;</p>	
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V.	BASIS OF PAYMENT	Statement of Compliance
	<p>1. The Wholesale Price (WP) index shall be used in the procurement for the supply of fuel for the OSG’s service vehicles. WP refers to the reference fuel prices individually set by local refiners and traders subject to periodic changes based on the movement in oil prices, foreign exchange, and all other costs <i>without</i> hauling charge, dealer’s mark-up and dealer’s E-VAT.</p> <p>2. For purposes of payment, the bid price, discount and the delivery cost stated in the contract shall be fixed from the time of the bidding through the term of the contract. Delivery should be done at the end of the week.</p> <p>3. The amount to be paid by the OSG for fuel actually delivered and duly received by it shall be <i>the bid price, less the discounts offered, if any, plus or minus the weekly price adjustments duly posted by the Oil Industry Management Bureau (OIMB) of the Department of Energy (DOE) in its Price Watch / Price Adjustments / Fuel page in the DOE’s website, and the delivery cost stated in the contract, at the date of actual delivery.</i> The formula is as follows:</p> <p>Payment = [(bid price – discounts) +/- [(DOE weekly price adjustments for gasoline and diesel) + (delivery cost or DC)]</p>	

³ These illustrations are collectively attached as Annex “A.”

	<p>4. The Supplier will provide a detailed price adjustment for the fuel actually delivered, as part of its billing (weekly price adjustments for WP index), together with its certification under oath that the supplier's price adjustments are those reported and duly posted at the DOE's website for products using the WP index.</p> <p>5. The OSG shall issue an approved Purchase Order (PO) to be presented to the Supplier's Fuel Station. The OSG-authorized driver must also present his or her official OSG identification (ID) Card together with the approved PO. Without the approved PO, there shall be no refueling for any service vehicle of the OSG.</p> <p>6. The Supplier shall provide a Statement of Account (SOA) or Billing Statement as basis for the payment of actual consumption per billing cycle. The SOA/Billing Statement or its documentary attachments should contain the following information:</p> <ul style="list-style-type: none"> a. Date and Time of Purchase b. Amount of Purchase c. Vehicle Plate Number d. Number of liters e. Name of Driver f. PO Number g. Invoice Number <p>7. For staggered deliveries, the OSG shall make, after every delivery, an accounting of the amount actually payable based on the date of the delivery receipt to determine the allowable unit/volume that may be ordered from the remaining amount allotted for fuel provisioning. The OSG shall be allowed to make adjustments in the units/volume to be delivered per type of product to conform to the remaining amount in the total contract price.</p> <p>8. To illustrate the provisions of the aforementioned V.3 and V.7 of this Terms of Reference (ToR), the illustrations in Items 7.6.1 and 7.8 of the Revised Guidelines on Index-Based Pricing for POL Products, as amended, shall form part of this ToR.⁴</p> <p>9. To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing of contract.</p> <p>10. The OSG shall be given thirty (30) calendar days to settle its monthly obligations reckoned from receipt of the Billing/Statement of Account by the Administrative Division.</p>	
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⁴ *Supra* note 2.

VI.	SCOPE OF SERVICES AND DELIVERABLES	Statement of Compliance																				
	<p>1. Fuels to be supplied must conform to the latest Philippine National Standards on Fuel, i.e., a) PNS/DOE QS 008:2018, with Research Octane Number (RON) of 91 minimum for regular grade gasoline and RON of 95 for premium grade gasoline; and b) PNS/DOE QS 004:2017, with Automotive Diesel Oil (ADO) of 50 for diesel.</p> <p>2. The Supplier must have a service station within the 10-kilometer radius of the OSG. If required under any exigency during fueling, the Supplier shall provide, free of charge, basic services necessary for the maintenance of a vehicle, such as but not limited to, a) checking of radiator; b) checking of oil level; c) checking of brake fluid level; d) checking of battery; e) cleaning of wind shield, etc.</p> <p>3. The Supplier must submit the monthly billing statement and detailed transaction report for all OSG vehicles within five (5) working days from the billing cut-off and ensure that the same is consistent with the transaction slips issued by stations and applying to the total bill the discount offered per Supplier's bid.</p> <p>4. The OSG shall submit to the Supplier a list of service vehicles that are covered under the Fuel Supply Contract. The OSG shall be allowed to revise the list of service vehicles to include new vehicles.</p> <p>5. The OSG shall submit to the Supplier the list and specimen signatures of its officers authorized to sign the required PO.</p> <p>6. Availability and replenishment of fuel based on the hereunder estimated volume/quantity:</p> <table border="1" data-bbox="424 1442 1190 2029"> <thead> <tr> <th colspan="2">Fuel allocation per vehicle on a month-to-month basis</th> </tr> </thead> <tbody> <tr> <td>SKL 802 (Pacita bus)</td> <td>600 liters (diesel)</td> </tr> <tr> <td>SKL 815 (Cavite bus)</td> <td>670 liters (diesel)</td> </tr> <tr> <td>SKE 791 (Monumento bus)</td> <td>460 liters (diesel)</td> </tr> <tr> <td>SKE 781 (Fairview bus)</td> <td>650 liters (diesel)</td> </tr> <tr> <td>SAA 2851 (Marikina mini-bus)</td> <td>350 liters (diesel)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Four (4) Admin Dispatch Vehicles</td> </tr> <tr> <td>SAB 6334 (Toyota Hi-Ace)</td> <td>40 liters (diesel)</td> </tr> <tr> <td>SJR 753 (Toyota Innova)</td> <td>40 liters (gasoline)</td> </tr> <tr> <td>SJR 763 (Toyota)</td> <td>40 liters (gasoline)</td> </tr> </tbody> </table>	Fuel allocation per vehicle on a month-to-month basis		SKL 802 (Pacita bus)	600 liters (diesel)	SKL 815 (Cavite bus)	670 liters (diesel)	SKE 791 (Monumento bus)	460 liters (diesel)	SKE 781 (Fairview bus)	650 liters (diesel)	SAA 2851 (Marikina mini-bus)	350 liters (diesel)	Four (4) Admin Dispatch Vehicles		SAB 6334 (Toyota Hi-Ace)	40 liters (diesel)	SJR 753 (Toyota Innova)	40 liters (gasoline)	SJR 763 (Toyota)	40 liters (gasoline)	
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VII.	PENALTIES FOR BREACH OF CONTRACT	Statement of Compliance
	<p>Failure to deliver the services according to the standards and requirements set by the OSG shall constitute an offense and shall subject the Contract to applicable provisions of Republic Act (RA) No. 9184 and its Revised Implementing Rules and Regulations.</p> <p>Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.</p>	

VIII.	LIQUIDATED DAMAGES	Statement of Compliance
	<p>Where the Contractor/Supplier refuses or fails to satisfactorily complete the work within the specified contract time, or in case of Supplier's delay in the delivery of goods and/or performance of services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion of every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies available to it.</p>	

IX.	CANCELLATION OR TERMINATION OF CONTRACT	Statement of Compliance
	<p>Should there be any dispute, controversy or difference between the parties arising out of this TOR, the parties herein shall exert efforts to amicably settle such dispute or difference. However, if any dispute, controversy or difference cannot be resolved by them amicably to the mutual satisfaction of the parties, then the matter may be submitted for arbitration in accordance with existing laws, without prejudice for the aggrieved party to seek redress before a court of competent jurisdiction.</p> <p>The extension or renewal of the Contract as described in Section V (2-3) shall be subject to termination upon thirty (30) day's written notice by one party to the other.</p>	

X.	RESERVATION CLAUSE	Statement of Compliance
	<p>The OSG reserves the right to reject any and all bids, declare a failure of bidding or not award the contract at any time prior to contract award in accordance with Section 41 of RA No. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.</p>	

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder’s computation of Net Financial Contracting

Capacity (NFCC);

OR

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

OR

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

- (n) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

