

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**

**FIELD OFFICE VII**

**CEBU CITY**

**BIDDING DOCUMENTS FOR**

**Provision of Fleet Card Distributor / Credit  
Facility for Petroleum, Oil and Lubricants  
Needs of DSWD Field Office VII for CY 2021**

**ITB No. DSWD7-PB-2021-01**

**November 2020**

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## Section I. Invitation to Bid

### Provision of Fleet Card Distributor / Credit Facility for Petroleum, Oil and Lubricants FOR DSWD Field Office VII Vehicles and Equipment FOR CY 2021

ITB No. DSWD7-PB-20201-01

1. The Department of Social Welfare and Development, Field Office VII (DSWD-FO VII), through the authorized appropriations for Fiscal Year 2021 General Appropriations Act intends to apply the sum of **Two Million One Hundred Forty Thousand Pesos Only (₱2,140,000.00)** payments under the contract for the **Provision of Fleet Card Distributor / Credit Facility for Petroleum, Oil and Lubricants FOR DSWD Field Office VII Vehicles and Equipment FOR CY 2021**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DSWD Field Office VII now invites bids from **PhilGEPS registered suppliers**. Delivery of the goods is required within **Section VI. Schedule of Requirements**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a **single largest completed contract (SLCC)** 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) 9184, otherwise known as the “Government Procurement Reform Act”.

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 5183.

4. Prospective Bidders may obtain further information from *Department of Social Welfare and Development Field Office VII* and inspect the Bidding Documents at the address given below during *office hours, 8:00 AM – 5:00 PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 9, 2020** from the given address and website 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 Five Thousand Pesos (₱5,000.00)*. The

Procuring Entity shall allow the bidder to present its proof of payment for the fees, they may present in person or through electronic means.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

As stated in GPPB Resolution No. 09-2020, dated 7 May 2020, PEs to maximize the use of existing rules under RA No. 9184, its IRR and related issuances on the conduct of procurement activities, particularly those meant to streamline, simplify and expedite the conduct of procurement and address the challenges and disruptions brought by calamities and crisis such as the COVID-19 pandemic, such as use of videoconferencing, webcasting and similar technology in the conduct of any of the meetings and determination of quorum by the BAC.

6. The *DSWD Field Office VII* will hold a Prebid Conference on ***November 17, 2020, Tuesday, 10:00 AM*** at ***DSWD Field Office VII Conference Room, Cebu City*** and/or through ***video-conferencing via Google Meet using the code: procurement7***, which shall be open to prospective bidders.

***Note:***

DSWD Field Office is implementing health screening and temperature check for all personnel, visitor's and client. For your protection, please wear your mask at all times during your visit. Also, kindly fill-out the Health Checklist Form for visitors / clients and submit to the PE's security guard prior to entering the premise.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***December 1, 2020, Tuesday, 9:45 AM***. 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 ***December 1, 2020, Tuesday, 9:45 AM*** at ***DSWD Field Office VII Conference Room, Cebu City*** and/or ***via Google Meet using the code: procurement7***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *DSWD Field Office VII* 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 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

***MS. AILEEN G. CUEVAS***

*Head, BAC Secretariat*

*DSWD – Field Office VII*

*M.J. Cuenco corner Gen. Maxilom Avenue, Cebu City*

*Tel. Nos. (032) 2338785 local 140*

*Email Add: [bac.fo7@dswd.gov.ph](mailto:bac.fo7@dswd.gov.ph)*

*Website: <https://fo7.dswd.gov.ph/>*

***November 9, 2020***

***(SGD.) GRAEME FERDINAND D. ARMECIN***  
*Chairperson, Bids and Awards Committee*

# *Section II. Instructions to Bidders*

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## A. General

### 1. Scope of Bid

The Procuring Entity, *DSWD Field Office VII* wishes to receive Bids for the **Provision of Fleet Card Distributor / Credit Facility for Petroleum, Oil and Lubricants FOR DSWD Field Office VII Vehicles and Equipment FOR CY 2021**, with identification number **ITB No. DSWD7-PB-2021-01**.

The Procurement Project 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 **CY 2021** in the amount of *Two Million One Hundred Forty Thousand Pesos Only (₱2,140,000.00)*.

2.2 The source of funding is NGA, the General Appropriations Act or Special Appropriations.

### 3. Bidding Requirements

The Bidding for the Projects 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 sources 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 the 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 pursuant to:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its 2016 revised IRR allow foreign bidders to participate;
- (b) 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;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) 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 A No. 9184 the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- (a) For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) 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 Bidder may subcontract portions of the project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the project.



The Procuring Entity has prescribed that:

(a). **Subcontracting is not allowed.**

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding maybe changed during the implementation of this contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults or negligence, or those of its agents, servants or workmen.

## **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 at ***DSWD Field Office VII, M.J. Cuenco Avenue corner General Maxilom Avenue, Carreta, Cebu City*** 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) 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 VII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[3 years – relevant period as provided in paragraph 2 of the IB]* 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 VII (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 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<sup>18</sup> 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 in **Philippine Pesos**.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration 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 the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking 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 Bidder's representatives who are present shall sign a register evidencing their attendance. In case 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 purpose 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 by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items shall be awarded as one contract.

## **20. Post-Qualification**

- 20.1. 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 (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*

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="padding-left: 40px;">a. The name of the Contract is <b><i>Provision of Fleet Card Distributor / Credit Facility for Petroleum, Oil and Lubricants Needs of DSWD Field Office VII for CY 2021</i></b>, similar contracts shall refer to <b><i>Provision of Fleet Card Distributor / POL</i></b>.</p> <p style="padding-left: 40px;">b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP (state place of destination) 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> <p style="padding-left: 40px;">a. The amount of not less than <b>Php 42,800.00</b> (<i>indicate the amount equivalent to 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</p> <p style="padding-left: 40px;">b. The amount of not less than <b>Php 107,000.00</b> (<i>Indicate the amount equivalent of five percent (5%) of ABC</i>) if bid security is in Surety Bond.</p>
19.3	<p><i>[In case the project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by the item, list each item indicating its quantity and ABC.]</i></p>
20.2	<i>[List here any project will be awarded by item, list each item indicating its quantity and ABC]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

# *Section IV. General Conditions of Contract*

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## 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 Contracts (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 test the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or test 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**

- 5.1. 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.
  
- 5.2. 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*

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract]</i></p> <p><b>Delivery and Documents –</b></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 Contracts shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</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 <i>[indicate names]</i></p> <p><b>Incidental Services –</b></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: <b><i>Select appropriate requirements and delete the rest.</i></b></p> <ol style="list-style-type: none"> <li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods.</li> <li>b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

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.

f. *[Specify additional incidental service requirements, as needed]*

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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

b. in the event of termination of production of the spare parts:

i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

**Packaging –**

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- 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

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.

**Transportation –**

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 by the Supplier, and the cost thereof shall be included in the Contract Price.

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.

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 the Philippine

	<p>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 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 the INCOTERMS for DDP deliveries. In case of Goods supplied from within the Philippines or supplies 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><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The term of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>.</p>

## *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.	Items/Descriptions	Qty.	Delivery Schedule
1.	Provision of electronic Fleet Cards system	30 pieces	Within 15 calendar days from receipt of the Notice to Proceed
2.	Maximum Provision of Supply of Petroleum: <ul style="list-style-type: none"> <li>• Diesel</li> <li>• Gasoline</li> </ul>	50,080 liters more or less  200 liters more or less	As the need arises
3.	Maximum Provision of Oil and Lubricants: <ul style="list-style-type: none"> <li>• Motor/Engine Oil</li> <li>• Brake Fluid</li> <li>• ATF (Automatic Transmission Fluid)</li> <li>• Coolant</li> </ul>	64 liters 48 liters 48 liters  48 liters	As the need arises As the need arises As the need arises  As the need arises
4.	Provision of other services needed within the contract duration		

**Note:**

The above stated quantities are only indicative numbers for bidding purposes. The procuring entity may increase or decrease the required quantities as may deem necessary and reserves the right to increase, decrease or limit the scope of services of the Contractor. If this occurs, any corresponding adjustment in the cost shall not exceed the contract price. If additional fleet cards are required, they shall be delivered within fifteen (15) calendars days from receipt of written request of the procuring entity.

I hereby certify to comply and deliver the goods within the above-stated period.

\_\_\_\_\_

Name of Company/Bidder

\_\_\_\_\_

Bidder's Signature over Printed Name

Date: \_\_\_\_\_

**LIST OF SERVICE VEHICLES AND EQUIPMENT AND ESTIMATED MONTHLY FUEL ALLOCATION**

<b>Item No.</b>	<b>Make/Model</b>	<b>Plate No.</b>	<b>Type of Fuel</b>	<b>Monthly Allocation</b>
1.	Ford Ranger	SGZ 411	Diesel	180 liters
2.	Ford Ranger	SFK 795	Diesel	180 liters
3.	Isuzu Dmax	CM 5026	Diesel	180 liters
4.	Isuzu Truck Van	SKV 186	Diesel	180 liters
5.	JMC Pick Up	SKL 917	Diesel	180 liters
6.	Mitsubishi Montero	SKT 487	Diesel	180 liters
7.	Mitsubishi Montero	NL 7419	Diesel	180 liters
8.	Mitsubishi Montero	NL 7580	Diesel	180 liters
9.	Mitsubishi Strada	SKP 659	Diesel	180 liters
10.	Mitsubishi L300	SFR 563	Diesel	180 liters
11.	Toyota Hilux	SEK 167	Diesel	180 liters
12.	Toyota Hilux	SAA 3611	Diesel	180 liters
13.	Toyota Hilux	UQM 490	Diesel	180 liters
14.	Toyota Hilux	UQM 291	Diesel	180 liters
15.	Toyota Grandia	SJW 836	Diesel	180 liters
16.	Toyota Grandia	SDY 889	Diesel	180 liters
17.	Forklift (4)	N/A	Diesel	80 liters / unit
18.	Generator (4)	N/A	Diesel	80 liters / unit
19.	Suzuki Multicab	SEY 239	Gasoline	80 liters
20.	Toyota - Ambulance	A9O 961	Diesel	160 liters
21.	Toyota - Ambulance	A9M 295	Diesel	160 liters
22.	Toyota - Ambulance	A9Y 162	Diesel	160 liters
23.	Toyota - Ambulance	A9O 881	Diesel	160 liters
24.	Toyota - Ambulance	A9Z 126	Diesel	160 liters

**NOTE:** Subject for adjustment if necessary.

## *Section VII. Technical Specifications*

Bidders must state either “**Comply**” or “**Not Comply**” at the **Statement of Compliance** column against each of the individual parameters of each Specification. The **brand** and **model number** must be indicated at the Bidder’s Remarks if applicable.

<b>Item No.</b>	<b>Specifications</b>	<b>Statement of Compliance</b>
1.	Provision of electronic fleet cards system with the following features: <ul style="list-style-type: none"> <li>• Vehicle Card with Office Name and plate number printed on each card.</li> <li>• Lead time of fifteen (15) calendar days to produce, deliver and use the cards.</li> <li>• Cards for the existing 22 vehicles and 8 equipment (forklifts and generators)</li> <li>• Must have at least 50 fleet card stations within Region VII located in strategic places.</li> </ul>	
2.	Product Restriction <ul style="list-style-type: none"> <li>• All fuels (gasoline and diesel).</li> <li>• Oil and oil filter with basic change oil services.</li> <li>• Lubricants (motor/engine oil, brake fluid, ATF and coolant).</li> </ul>	
3.	Purchase Limit: <ul style="list-style-type: none"> <li>• The fuel card service provider shall be responsible to dispense and make available at all times and at all branches of its stations with the contract period under the terms and conditions most advantageous to the government.</li> </ul>	
4.	Other services/features: <ul style="list-style-type: none"> <li>• Provision of monthly reports including detailed transaction reports.</li> <li>• With odometer checking with each fuel purchase to calculate fuel consumption and monitoring.</li> <li>• Allows the authorized personnel of General Services Management Section / Administrative Division to request for additional allotment per month to avoid delays during wee hours and Saturdays/Sundays/Holidays.</li> <li>• If a particular vehicle will not be able to consume its monthly allocation, the actual consumption per month shall only be charged to the Office.</li> </ul>	
5.	Membership Fee: <ul style="list-style-type: none"> <li>• Free membership and other fees for new members with the same terms and conditions.</li> </ul>	
6.	Payment System: <ul style="list-style-type: none"> <li>• Monthly actual fuel usage to be paid within thirty (30) calendar days upon receipt of billing statement. The Billing Documents of the Card Distributor must be attached with the Invoice Details from the POL Company.</li> <li>• Allows deduction of applicable taxes from the monthly billing statement.</li> </ul>	
7.	Contract Period: <ul style="list-style-type: none"> <li>• The contract period shall start upon conformity of Notice to Proceed until December 2021 or until contract amount is exhausted.</li> <li>• Without prejudice to the provisions of the applicable law, rules and regulations, the contract shall be automatically terminated when the amount specified for this contract has been exhausted.</li> </ul>	



8.	<p>Security Features:</p> <ul style="list-style-type: none"> <li>• To protect the Office from possible fraud or misuse of fleet cards, the service provider shall put in place security features ensuring that every transaction will be accounted for through the monthly statement of account. Presentation of an approved trip ticket issued by General Services Management Section / Administrative Division/Centers to the driver shall be a requirement by the fuel station before any transaction. Every transaction is electronically captured, providing documented details.</li> <li>• Another security feature is the Odometer checking by the fuel station. This will confirm and verify if fuel has been gassed up to a particular DSWD vehicle per embossed plate number on the card. The kilometer reading of the vehicle shall be recorded every time the vehicle is gassed up. In this case, the fuel consumption and fuel efficiency of the vehicle will be validated. Also, the Service Provider must provide DSWD Drivers a receipt/proof of transaction for every withdrawal of fuel/lubricants.</li> <li>• In the event of a lost card, the General Services Management Section can advise for deactivation/cancellation of the card and a replacement card can be issued upon request free of charge. The release of the replacement card should be within ten (10) calendar days upon reporting/filing of request. Admin card must be provided to General Services Management Section to ensure that the vehicle with a lost card would be filled up with POL during the replacement period. General Services Management Section shall be responsible for the “admin card”.</li> </ul>	
9.	<p>Fuel Prices:</p> <ul style="list-style-type: none"> <li>• Subject to pump prices</li> </ul>	

I hereby certify that all statements indicated under the **Statement of Compliance** and **Bidder’s Remarks** are true and correct, otherwise, if found untrue and incorrect either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Bidder’s Signature over Printed Name

Date: \_\_\_\_\_

## Bid Form

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Date: \_\_\_\_\_  
Invitation to Bid N<sup>o</sup>: ITB No. DSWD7-PB-2021-01

**To: The Bids and Awards Committee**

Department of Social Welfare & Development, Field Office VII  
Cor. M.J. Cuenco and Gen. Maxilom Ave., Cebu City

Gentlemen and/or Ladies:

Having examined the **Bidding Documents** including **Bid Bulletin Numbers** [*insert numbers*], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *supply/deliver the Provision of Fleet Card Distributor / Credit Facility for Petroleum, Oil and Lubricants FOR DSWD Field Office VII Vehicles and Equipment FOR CY 2021* in conformity with the said Bidding Documents for the sum of [*total Bid amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>1</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

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We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **Provision of Fleet Card Distributor / Credit Facility for Petroleum, Oil and Lubricants FOR DSWD Field Office VII Vehicles and Equipment FOR CY 2021** of the **Department of Social Welfare & Development, Field Office VII** *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the **Provision of Fleet Card Distributor / Credit Facility for Petroleum, Oil and Lubricants FOR DSWD Field Office VII Vehicles and Equipment FOR CY 2021**.**

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## *Financial Proposal Sheet*

Date: \_\_\_\_\_

**The Bids and Awards Committee**

DSWD-Field Office VII  
M.J. Cuenco Ave., Cebu City

Sir/Madam:

After having carefully read and accepted the terms and conditions in your Bidding Documents, hereunder is our bid for ***ITB No. DSWD7-PB-2021-01:***

<b>Item No.</b>	<b>Descriptions</b>	<b>Item Breakdown</b>	<b>Quantity (Approximate)</b>	<b>Unit Price</b>
1.	<b><i>Provision of Fleet Card Distributor / Credit Facility for Petroleum, Oil and Lubricants FOR DSWD Field Office VII Vehicles and Equipment FOR CY 2021</i></b> <i>Note: Fuel prices shall be subjected to pump prices.</i>	Gasoline Diesel Motor/Engine Oil Brake Fluid ATF Coolant	200 liters 50,080 liters 64 liters 48 liters 48 liters 48 liters	
<b><i>Total Bid Price (in Figures)</i></b>				

***TOTAL BID PRICE (In Words)*** \_\_\_\_\_

Note: The above quoted price/s is/are VAT inclusive and delivery cost.

Very truly yours,

\_\_\_\_\_  
Name of Company / Bidder

\_\_\_\_\_  
Name/Signature of Authorized Representative

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

## **I. TECHNICAL COMPONENT ENVELOP**

### *Class “A” Documents*

#### Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

**and**

(b) Registration certificate from the 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 Area;

**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 contract, 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 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 the Bid Security. If in the form of 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, requirement, 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.

### Technical Documents

(k) The Supplier's audited financial statement, 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 (JVA) in case the joint venture is already in existence

Or

Duly notarized statements from all the potential 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.

## **II. FINANCIAL COMPONENT ENVELOP**

(a) Original of duly signed and accomplished Financial Bid Form; **and**

(b) Original of duly signed and accomplished Priced Schedule(s) / Financial Proposal Sheet(s)