

# **BIDDING DOCUMENTS**

**PROCUREMENT OF PETROLEUM OIL AND  
LUBRICANT (POL) PRODUCTS FOR VARIOUS  
AUTHORIZED VEHICLES/EQUIPMENT OF THE  
MUNICIPALITY OF LINGAYEN**

**MUNICIPALITY OF LINGAYEN**

**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***

## **INVITATION TO BID FOR PROCUREMENT OF PETROLEUM OIL AND LUBRICANT (POL) PRODUCTS FOR VARIOUS AUTHORIZED VEHICLES/EQUIPMENT OF THE MUNICIPALITY OF LINGAYEN**

The *Municipality of Lingayen*, intends to apply the sum of *One Million Nine Hundred Seventy Thousand Pesos Only (1,970,000.00)* being the ABC to pay for the **PROCUREMENT OF PETROLEUM OIL AND LUBRICANT (POL) PRODUCTS FOR VARIOUS AUTHORIZED VEHICLES/EQUIPMENT OF THE MUNICIPALITY OF LINGAYEN** with Purchase Request No. 100-21-02-027 to be charged through the LGU's General Fund . Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Municipality of Lingayen* now invites bids for the above Procurement Project. Delivery of the Goods is required immediately upon presentment of properly accomplished and duly signed Order Slip. The supplier is required to supply the goods from April 2021 to December 2021 or until the Contract Price is used up, whichever comes first. 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).

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.

Prospective Bidders may obtain further information from *Municipality of Lingayen* and inspect the Bidding Documents at the address given below during *8:00 A.M. to 5:00 P.M. Monday to Friday except holidays*.

A complete set of Bidding Documents may be acquired by interested Bidders on *April 20, 2021 to May 11, 2021* from the given address and website(s) below *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 Only (P5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.

The *Municipality of Lingayen* will hold a Pre-Bid Conference<sup>1</sup> on *April 28, 2021, 09:30 AM* at *Municipal Conference Room, Municipal Hall Building, Lingayen, Pangasinan*, which shall be open to prospective bidders.

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Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *May 11, 2021, 09:00 AM*. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be on *May 11, 2021, 09:00 AM* at the given address below . Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The *Municipality of Lingayen* 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.

For further information, please refer to:

*BAC Office*  
*Municipal Hall Building, Lingayen, Pangasinan*

You may visit the following websites:

For downloading of Bidding Documents: *www.lingayen.gov.ph*

*April 19, 2021*  
*[Date of Issue]*

**JOAN JUDE R. LOPEZ, LLB, MBM**  
*BAC Chairperson, Mun. Civil Registrar*

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Municipality of Lingayen* wishes to receive Bids for the **PROCUREMENT OF PETROLEUM OIL AND LUBRICANT (POL) PRODUCTS FOR VARIOUS AUTHORIZED VEHICLES/EQUIPMENT OF THE MUNICIPALITY OF LINGAYEN with Purchase Request No. 100-21-02-027.**

The Procurement Project (referred to herein as “Project”) is composed of Gasoline (minimum of 91 octane) – 4,000 liters more or less, Diesel (minimum of 50 cetane) – 43,750 liters more or less , oil and lubricant (motor/engine oil, brake fluid, ATF, coolant) as needed 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 *C.Y. 2021* in the amount of *One Million Nine Hundred Seventy Thousand Pesos Only (P1,970,000.00)*.

2.2. The source of funding is *LGU’s General Fund*

## 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. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA 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

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 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.

## **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.

## **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 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 *One Hundred Twenty Calendar days from the 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 of Bids**

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

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 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 may be. 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 Project having several items that 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.

## **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"> <li>a. <i>Procurement of Petroleum, Oil and Lubricants.</i></li> <li>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not Applicable</i>
12	Not applicable
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"> <li>a. The amount of not less than <i>Thirty Nine Thousand Four Hundred Pesos Only (P39,400.00)</i> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>Ninety Eight Thousand Five Hundred Pesos Only (P98,500.00)</i> if bid security is in Surety Bond.</li> </ul>
19.3	<i>[One lot consisting of not more than 4,000 liters of Gasoline (minimum of 91 octane) and not more than 43,750 liters of diesel (minimum of 50 cetane) and oil and lubricant (motor/engine oil, brake fluid, ATF, coolant) – as needed with an Approved Budget for the Contract of One Million Nine Hundred Seventy-Five Thousand Pesos (P1,970,000.00)</i>
20.2	<p><i>Pertinent documents to be submitted by the winning supplier to the BAC Office before issuance of Notice of Award</i></p> <ul style="list-style-type: none"> <li><i>1. Philgeps Certificate</i></li> <li><i>2. Mayor's Permit</i></li> <li><i>3. Latets Income Tax and Business Tax Return</i></li> <li><i>4. Tax Clearance</i></li> </ul>
21.2	<i>Not applicable</i>

***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

## **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***

## Special Conditions of Contract

GCC Clause	
	<p><b>Delivery and Documents –</b></p> <p>“The delivery terms applicable to this Contract are delivered <i>if and when authorized vehicle and equipment of the Municipality of Lingayen refuels at the gas station of the supplier.</i></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 shall be the <i>driver(2) of municipal vehicles and equipment, duly authorized by their immediate supervisor and the Municipal Administrator.</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:</p> <p style="text-align: center;"><i>The Supplier shall also provide, free of charge, ancillary services such as windshield cleaning and checking of oil level, water level and tire pressure.</i></p>
2.2	<i>The supplier must be</i> paid upon submission and processing of the monthly billing statement
4	The inspections and tests that will be conducted are: checking of quantity and technical specifications

## *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		Delivered Weeks/Months
	Procurement of Petroleum, Oil and Lubricant (POL) Products for the following LGU-Lingayen authorized vehicles/equipment		
	Vehicle/Equipment Type	Plate No./ Body No.	Services shall start immediately upon receipt of notice to proceed
<b>SERVICE VEHICLES</b>			
1	TOYOTA HIACE COMMUTER 2.5L DIESEL M/T WHITE	SAA 2041	diesel
2	NISSAN NV 350 URVAN PREMIUM	FOC 999	diesel
3	HAIMA FSTAR TENDA 1.3L DELUXE FUJI WHITE	SHY 685	gasoline
4	HAIMA FSTAR HUNDA 1.0L M/T FUJI WHITE	SHV 508	gasoline
<b>MOTORCYCLES (used for liaison works)</b>			
5	2016 HONDA XRM 125 MC	010107	gasoline
6	SUZUKI UK125SC, MC	AC80708	gasoline
7	Honda Click		
<b>MOTORCYCLE WITH SIDECAR (GARONG)</b>			
8	HONDA TMX 125 ALPHA MC WSID BLACK		gasoline
9	HONDA TMX 125 ALPHA MC WSID BLACK		gasoline
10	KAWASAKI BARAKO II DUAL START MC WITH SIDECAR		gasoline
11	MOTORCYCLE with GARONG		gasoline
<b>MEDICAL/AMBULANCE VEHICLES</b>			
12	MITSUBISHI L300 EXCEED C/C 2.5D MT POLAR WHITE	CS# B2Z692	diesel
13	MITSUBISHI L300 C/C 2.5D MT POLAR WHITE	SAA 6288	diesel
14	NISSAN NV 350 URVAN PREMIUM (AMBULANCE)		diesel
<b>EMERGENCY RESPONSE VEHICLES (ERV)</b>			
15	MITSUBISHI L300 EXCEED C/C 2.5D MT POLAR WHITE	SAA 6278	diesel
16	ISUZU LIGHT TRUCK DROPSIDE ARC WHITE	SKY 826	diesel
17	ISUZU LIGHT TRUCK WITH		diesel



	ALUMINUM WINGED TYPE BODY		
18	TOYOTA HIACE COMMUTER 3.0L DSL M/T WHITE	SAA 6253	diesel
19	TOYOTA HIACE COMMUTER 3.0L DIESEL M/T WHITE	A7 5919	diesel
20	TOYOTA HILUX 4x2	A5H609	diesel
<b>TRUCKS (SPECIFIC PURPOSE VEHICLES)</b>			
21	FOTON TORNADO 3.5 C MINI DUMPTRUCK	131201	diesel
22	ISUZU ELF W/ FREEZER	SJY661	diesel
23	Toro Freezer Van		diesel
24	Toro Mini-Dump truck		diesel
<b>HEAVY EQUIPMENTS</b>			
25	FOTON WHEEL LOADER FL956H		diesel
26	CRAWLER EXCAVATOR WITH BUCKET (Backhoe)		diesel
27	FOTON DUMPTRUCK ETX 6x4 WHITE	IOA-337	diesel
28	SINO TRUCK HOWO T7 DUMPTRUCK, GRAY		diesel
29	SINO TRUCK HOWO T7 DUMPTRUCK, White		diesel
<b>OTHERS</b>			
30	GENERATOR SETS		diesel/gasoline
31	BRUSH/GRASS CUTTERS		gasoline
32	CHAINSAW		gasoline
33	Other Vehicle/equipment of the LGU		diesel/gasoline

## *Section VII. Technical Specifications*

## Technical Specifications

Item	Specification	Statement of Compliance
	<p>Procurement of Petroleum, Oil and Lubricant(POL) products for various authorized vehicles/equipment of the Municipality of Lingayen</p> <p>Gasoline – (minimum of 91 octane) – 4,000 liters more or less</p> <p>Diesel – (minimum of 50 cetane) – 43,750 liters more or less</p> <p>oil and lubricant (motor/engine oil, brake fluid, ATF, coolant) – as needed</p>	

## TERMS OF REFERENCE

### **Procurement of Petroleum, Oil and Lubricant Products (POL) for various authorized municipal vehicles and equipment of the Municipality of Lingayen**

#### **1. Rationale**

The Municipality of Lingayen, through its Bids and Awards Committee (BAC), will undertake the procurement of Petroleum, Oil and Lubricant Products (POL). This is a major operational requirement of the LGU which is essential for the delivery of services to its stakeholders. The Municipality of Lingayen currently has a total of 33 serviceable motor vehicles and equipment (See Section VI – Schedule of Requirements).

#### **2. Objectives**

The main objective of having a fuel service agreement is to provide Municipality of Lingayen with an efficient, secured, convenient, continuous and steady supply of petroleum products and services which is economically manageable.

#### **3. Bid and Contract Price**

- 3.1. The total contract price for this procurement shall not be more than **One Million Nine Hundred Seventy Thousand Pesos Only (Php1,970,000.00)**.
- 3.2. Bid Prices for procurement using the Retail Pump Price or the price of petroleum fuel per liter, such as, gasoline, diesel oil and kerosene, as established by retailers, dealers of gas stations for the day
- 3.3. Cost for E-VAT and other governmental costs which fall equally on all prospective suppliers are presumed to be included in the computation of the bid price.

#### **4. Actual Prices Payable**

- 4.1. For and in consideration of the performance and accomplishment of the Fuel, Oil, Lubricants and Other Services, the Municipality of Lingayen shall pay the Fuel Service Provider for the fuel, oil, lubricants and other services requirements **ACTUALLY DELIVERED AND DULY RECEIVED** by it using the Retail Pump Price as defined.

- 4.2. For staggered deliveries, the procuring entity 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 still be ordered from the remaining amount allotted for each POL product. The procuring entity 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.
- 4.3. 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. This provision shall form part of the bidding documents.

## 5. *Scope of Service*

- 5.1 The Petroleum, Oil and Lubricant (POL) provider shall provide fuel, lubricants, oil and other service requirements of the Municipality of Lingayen.
- 5.2 The POL provider shall be responsible to dispense and make available at all times for a period of one (1) year under the terms and conditions most advantageous to the government following the estimated volume or quantity as follows:
  - a. Gasoline (minimum of 91 octane) - 4,000 liters more or less
  - b. Diesel (minimum of 50 cetane) - 43,750 liters more or less
  - c. Oil and lubricant (motor/engine oil, brake fluid, ATF, coolant) – as needed
- 5.3 All purchases must be accompanied by properly accomplished and duly signed Order Slip.
- 5.4 Accepts payment in the form of check amount of which is net of taxes withheld supported by the issuance of certificates.
- 5.5 Payment shall be made by Municipality of Lingayen within 30 days from receipt of the monthly billing with complete attachments covering actual purchases.
- 5.6 POL provider should have Platinum Philgeps registration and BIR Certificate of Registration.

## 6. *Scope of Service*

- 5.7 The Petroleum, Oil and Lubricant (POL) provider shall provide fuel, lubricants, oil and other service requirements of the Municipality of Lingayen.
- 5.8 The POL provider shall be responsible to dispense and make available at all times for a period of one (1) year under the terms and conditions most advantageous to the government following the estimated volume or quantity as follows:

- a. Gasoline (minimum of 91 octane) - 4,000 liters more or less
  - b. Diesel (minimum of 50 cetane) - 43,750 liters more or less
  - c. Oil and lubricant (motor/engine oil, brake fluid, ATF, coolant) – as needed
- 5.9 All purchases must be accompanied by properly accomplished and duly signed Order Slip.
- 5.10 Accepts payment in the form of check amount of which is net of taxes withheld supported by the issuance of certificates.
- 5.11 Payment shall be made by Municipality of Lingayen within 30 days from receipt of the monthly billing with complete attachments covering actual purchases.
- 5.12 POL provider should have Platinum Philgeps registration and BIR Certificate of Registration.

## **7. Responsibilities of the Petroleum, Oil and Lubricant (POL) Provider**

- 7.1 The POL provider shall provide fuel, oil, lubricants and other products/services requirement of Municipality of Lingayen's authorized service vehicles and equipment including free of charge basic services like windshield cleaning, oil/water level checking, and tire pressure gauge measurement, and other vehicle maintenance related to supplies and services in an efficient manner following the terms and conditions set in the contract.
- 7.2 POL provider must have a fuel station located within 500-meter radius from Municipal Hall Office at Solis St., Poblacion, Lingayen, Pangasinan.
- 7.3 The POL provider shall be responsible ensuring availability of products and services, and competent fuel attendant/personnel to attend to the services required at all times. In case of shortage, POL provider shall provide alternative source/station that can provide same specifications, which shall be located within one (1) kilometer radius from the Municipal Hall.
- 7.4 The POL provider shall be responsible to dispense fuel to Municipality of Lingayen's authorized vehicles and equipment only.
- 7.5 Repair/maintenance of damage, accident or otherwise, incurred by the POL provider to any Municipality of Lingayen's vehicle shall be for the FSPs account.
- 7.6 A transaction slip/receipt/invoice shall be issued every time fuel is withdrawn or other products/services are given.
- 7.8 Ensure that the transaction slips accurately reflects any and all purchases charged to Municipality of Lingayen.
- 7.9 To maintain a comprehensive register to record all withdrawals made on a per vehicle/equipment basis.
- 7.10 Issue an accurate Statement of Account with copies of transaction slip/receipt/invoice on a monthly basis.

## **8. Responsibilities of the Municipality of Lingayen**

8.1 To pay the amount billed within 30 days from the receipt of the Statement of Account with complete attachments.

8.2 To examine the statement and report any discrepancy/ies to the POL provider within 10 days upon receipt thereof. If there is no error reported within such period, the statement of account shall be considered as conclusively correct.

8.3 Issue BIR form 2306 and 2307 pertaining to taxes withheld for each payment made.

7.4 Accomplish Order Slip duly signed by authorized signatory for presentation to the POL provider for the delivery of goods and services.

7.5 Inform the POL provider for the changes in the Order Slip's authorized signatory/ies.

***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

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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**

- (k) 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***

- (l) 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.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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