



Republic of the Philippines
**GOVERNMENT PROCUREMENT POLICY BOARD
TECHNICAL SUPPORT OFFICE**

**INVITATION FOR
NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS**

Procurement of Petroleum Fuel, Oil and Lubricant (POL) Products for the GPPB-TSO

1. The Government Procurement Policy Board – Technical Support Office (GPPB-TSO) intends to procure Petroleum Fuel, Oil, and Lubricant (POL) Products for the GPPB-TSO with an Approved Budget for the Contract (ABC) of One Million Four Hundred Thousand Pesos (Php1,400,000.00).
2. The GPPB-TSO Bids and Award Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two-Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline to the BAC and which would meet the minimum technical specifications required.

4. The interested bidders may obtain further information from the BAC Secretariat at the address given below from 17 April 2024 to 30 April 2024, Monday to Friday, 7:00 AM to 4:00 PM.
5. The GPPB-TSO will hold the Negotiation Meeting on 24 April 2024 at 11:00 AM via Zoom Videoconferencing through this link: [https://zoom.us/meeting/register/tJ0tcu2gqzspGfTov3DgLEQmg8W4ASTx9j3o](https://zoom.us/join/9123456789)
6. Two (2) copies of the proposals (one original and one copy) must be submitted to the BAC which must be duly received by the BAC Secretariat through manual submission at GPPB-TSO Building, Commonwealth Avenue, UP Diliman Campus, Quezon City on or before 10:00 AM of 30 April 2024. Late submission shall not be accepted.
7. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the BAC.

A. Eligibility and Technical Documents

- a) Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;
- b) Statement of Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to Supply of Petroleum Fuel, Oil and Lubricant (POL) which shall be completed within the last 5 years prior to the date of submission of the best and final offer.

- c) Bid Security in any of the following form as prescribed under the 2016 revised IRR of RA 9184:
 - i. In case of cash, Manager’s Check, Bank Guarantee (2% of the ABC or PhP28,000.00)
 - ii. In case if Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy Notarized Bid Securing Declaration (5% of the ABC or PhP70,000.00)
 - iii. Bid Securing Declaration.
- d) Conformity with the Schedule of Requirements (Annex “A”);
- e) Conformity with the Technical Specifications (Annex “B”);
- f) Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary’s Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by 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.

- g) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement 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.

B. Financial Documents

- h) Bid Form
 - i) Price Schedule
8. The General Conditions of the Contract (Annex “C”) and Special Conditions of the Contract (Annex “D”) shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
 9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accordance with Section 41 of the 2016 revised Implementing Rules and Regulations.

Issued this 17th day of April 2024.

MA. JOZZENNE CLAIRE M. BELTRAN-CARANDANG
Chairperson, Bids and Awards Committee

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the GPPB-TSO.

Description	Quantity	Total	Delivered, Weeks/Months
Delivery of Fleet card	6 fleet cards	6 fleet cards	Within thirty (30) calendar days upon receipt of Notice to Proceed
Supply of Petroleum Fuel, Oil and Lubricant (POL)	Diesel (in liters): 1. Nissan Urvan NV350 No. SAB8443 : 250 liters/month 2. Nissan Urvan NV350 No. SAB9273 : 250 liters/month 3. Toyota Hi-Ace GL Grandia No. (A8N124) SAB9271 : 250 liters/month 4. Toyota Innova No. (YX9848) SAB9272 : 300 liters/month Gasoline (in liters): 1. Toyota Innova No. VQ7372 : 350 liters/month 2. Toyota Innova No. SLA925/ABE1082 : 300 liters per month	Diesel: 1,050 liters/month Gasoline: 650 liters/month	Immediately upon receipt of Fleet Card until 31 December 2024

I hereby verify to comply with all the above requirements.

_____ *Signature over printed name of the authorized representative*

_____ *Company name*

_____ *Date*

TECHNICAL SPECIFICATIONS

INSTRUCTIONS: 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.

Specification	Statement of Compliance
Provision of Fleet Card under Electronic Fleet Card System a. Fleet Card shall be vehicle/plate number specific for the following: i. Nissan Urvan NV350 SAB8443 ii. Nissan Urvan NV350 SAB9273 iii. Toyota Hi-Ace GL Grandia (A8N124) SAB9271 iv. Toyota Innova (YX9848) SAB9272 v. Toyota Innova VQ7372 iv. Toyota Innova SLA925/ABE1082	
b. Use of fleet card is only allowed to its assigned vehicle	
Provision of Petroleum Fuel: Diesel (in liters): 1. Nissan Urvan NV350 No. SAB8443 : 250 liters/month 2. Nissan Urvan NV350 No. SAB9273 : 250 liters/month 3. Toyota Hi-Ace GL Grandia No. (A8N124) SAB9271 : 250 liters/month 4. Toyota Innova No. (YX9848) SAB9272 : 300 liters/month Gasoline (in liters): 1. Toyota Innova No. VQ7372 : 350 liters/month 2. Toyota Innova No. SLA925/ABE1082 : 300 liters per month	
Designated vehicles shall only be allowed to gas-up their allowable number of liters per month based on the given quantity above.	

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

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 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 VII (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

- 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.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The Fleet Card shall be delivered at GPPB-TSO Building, Commonwealth Avenue, UP Diliman Campus, Quezon City. The supplier shall coordinate with GPPB-TSO representative prior to delivery of Fleet Card.</p> <p>For the purposes of this Clause the Procuring Entity’s Representative on the Project Site is Mr. Aaron Vinz Paul A. Crisologo of the Administrative Division.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all services, including additional services, if any, specified in Section VI. Schedule of Requirements.</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>Regular and Recurring Services –</p> <p>“The contract for regular and recurring services shall be subject to renewal subject to the Guidelines on Renewal of Regular and Recurring Services under Appendix 37 of the 2016 revised IRR of RA No. 9184 which includes the performance evaluation of the service provider on the requirements under Section VII. Technical specifications.”</p>
2.2	<p><i>Payment shall be made through LandBank’s LDDAP-ADA/Bank Transfer Facility, within thirty (30) calendar days after receipt of billing. In case of accounts maintained in other banks, bank transfer fees shall be chargeable against the creditor’s account.</i></p> <p><i>Only Actual number of liters purchased per month based on pump price shall be paid.</i></p>
4	<p>No inspection and tests required.</p>

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

(within five (5) years from the date of submission and receipt of bids)

Name of Client	Name of the Contract	Date and Status of the Contract	Kind of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

I hereby certify that the above-mentioned are correct.

Signature over the printed name of the authorized representative

Company name

Date

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Diesel	Philippines	1,050 liters						
2	Gasoline	Philippines	650 liters						

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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:

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

(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.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____