



Republic of the Philippines  
Department of Justice  
**BUREAU OF CORRECTIONS**  
**LEYTE REGIONAL PRISON**  
Abuyog, Leyte



# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Supply & Delivery of Fuels, Oils & Lubricants for C.Y 2025**

Government of the Republic of the Philippines

**Sixth Edition**  
**October 2024**

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# ***Section I. Invitation to Bid***



Republic of the Philippines  
Department of Justice  
**Bureau of Corrections**  
**LEYTE REGIONAL PRISON**  
Abuyog, Leyte



## Invitation to Bid for the Supply & Delivery of Fuels, Oils & Lubricants for C.Y 2025

1. The **Leyte Regional Prison**, through the **National Expenditure Program (NEP) F.Y. 2025** intends to apply the sum of **Three Million One Hundred Thousand Pesos only (₱3,100,000.00)** being the ABC to payments under the contract for **Supply & Delivery of Fuels, Oils & Lubricants for C.Y 2025** with Identification Number **BID2024-04**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Leyte Regional Prison**, now invites bids for the above Procurement Project. Delivery of the Goods is required **until December 31, 2024 from the receipt of Notice to Proceed (NTP) and Contract Agreement**. Bidders should have completed, within the last two (2) years from the date of submission and receipt of bids, a contract similar to the Project equivalent to at least twenty-five percent (25%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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


4. Prospective Bidders may obtain further information from **Leyte Regional Prison - BAC Secretariat** using the contact below and inspect the Bidding Documents at the address given below during **Monday to Friday from 8:00am to 5:00pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 22, 2024 8:00am - 5:00pm to November 12, 2024 8:00am – 8:55am** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos only (₱5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees and presented in person.
6. The **Leyte Regional Prison** will hold a Pre-Bid Conference on **October 30, 2024 @ 9:00 am** at **LRP Administrative Building Conference Room** which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **November 12, 2024 @ 8:55am**. 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 **November 12, 2024 @ 9:00am** at the LRP – Conference Room, Administration Building, Leyte Regional Prison. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. Schedule of the Bidding Activities shall be as follows:

<b>ACTIVITES</b>	<b>DATE/TIME</b>	<b>VENUE</b>
1. Sale and Issuance of Bid Documents	October 22, 2024 8:00am to 5:00pm to November 12, 2024 8:00am to 8:55am	Office of the BAC/BAC Secretariat, Leyte Regional Prison, Abuyog, Leyte
2. Pre Bid Conference	October 30, 2024 9:00 am	Conference Room, Admin Building, LRP, Abuyog, Leyte
3. Submission and Opening of Bid Documents	November 12, 2024 9:00 am	Conference Room, Admin Building, LRP, Abuyog, Leyte

11. The LRP BAC shall use non-discretionary and non-discriminatory measure based on sheer luck as a tie-breaking tool (draw lots) in the event that two or more bidders were declared as LCRB in-order to determine the final LCRB based on the following: i. In alphabetical order, the bidder shall pick one rolled paper ii. The lucky bidder who would pick a paper with “Congratulations” remark shall be declared as the final LCRB and recommended for the award of the contract.
12. The **Leyte Regional Prison** 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.
13. For further information, please refer to:  
**JERUEL GO**  
Office of the BAC Secretariat  
Leyte Regional Prison, Abuyog, Leyte  
CP # 09455311532, Email: leurejz@yahoo.com
14. You may visit the following websites:  
For downloading of Bidding Documents: [www.bucor.gov.ph/](http://www.bucor.gov.ph/) [www.philgeps.gov.ph](http://www.philgeps.gov.ph)

Date of Issue: **October 22, 2024**

  
 MR. TRACY B. SORIANO  
 BAC Chairperson



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

## 1. Scope of Bid

The Procuring Entity, **Leyte Regional Prison** wishes to receive Bids for the **Supply & Delivery of Fuels, Oils & Lubricants for C.Y 2025** with identification number **Bid 2024-04**.

The Procurement Project for **Supply & Delivery of Fuels, Oils & Lubricants for C.Y 2025** is composed of **one (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 **2025** in the amount of **Three Million One Hundred Thousand Pesos only (₱3,100,000.00)**.

a. The source of funding is **National Expenditure Program**.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "P" 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 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 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 Procuring Entity has prescribed that Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on **October 30, 2024 @ 9:00 am** at **LRP Administrative Building Conference Room** 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 **two (2) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May

2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

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

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 **March 12, 2025**. 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 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 **November 12, 2024 @ 8:55 am** at **LRP Administrative Building Conference Room** 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**

- 20.1. 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 System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***



# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li>a. <b>Any Supply &amp; Delivery of Fuels, Oils &amp; Lubricants.</b></li> <li>b. Completed within <b>the last two (2) years equivalent to at least twenty-five percent (25%) of the ABC</b>, prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Subcontracting is not allowed
12	No further instruction.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> <li>a. The amount of not less than <b><u>₱62,000.00</u></b> (2% of ABC) 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 <b><u>₱155,000.00</u></b> (5% of ABC) if bid security is in Surety Bond.</li> </ol>
15	Electronic Copy/Electronic submission is not allowed  Each Bidder shall submit one (1) original copy and three (3) photocopies of the first and second components of its Bid.
19.4	One Project having several items that shall be awarded as one contract.
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; <ol style="list-style-type: none"> <li>1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>2. Supporting Documents for the SLCC (Sales Invoice or Official Receipt or End-users Acceptance)</li> <li>3. Valid and Current Registration Certificate (SEC Certificate of Registration for Corporation or DTI Certificate of Registration for Sole Proprietorship or CDA Certificate of Registration for Cooperative)</li> <li>4. Valid and Current Mayor's or Business Permit</li> <li>5. Valid and Current Tax Clearance</li> </ol>

## ***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.

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***

## Special Conditions of Contract

GCC Clause	
1	<p>The project site is at:</p> <p style="text-align: center;"><b>Leyte Regional Prison</b></p> <p style="text-align: center;"><b>Brgy. Cagbolo Abuyog, Leyte</b></p> <p>Contact Person:</p> <p style="text-align: center;"><b>MS. MARY JOY A. ELMIDO</b></p> <p style="text-align: center;">Chief, Supply Section</p>
2	<p>Advance payment is not allowed.</p> <p>Payments will be based on the actual withdrawal/ actual pump price and be paid on monthly basis.</p> <p>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.</p> <p>All purchases must be accompanied by properly accomplished and duly signed Purchase Order (PO).</p> <p>Accepts payment in the form of ADA of which is net of taxes withheld supported by the issuance of certificates.</p> <p>Payment shall be made by LRP within 30 days from receipt of the monthly billing with complete attachments covering actual purchases.</p>
4	<p>The inspections and tests that will be conducted are: Complete delivery of Goods shall be inspected by the LRP Inspection and Acceptance Committee.</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier's INVOICE showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies Delivery Receipt;</li> <li>(iii) Delivery Receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>(iv) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</li> <li>(v) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</li> </ul>

<p><b>6</b></p>	<p><b>Responsibilities of the Fuel Service Provider (FSP)</b></p> <ul style="list-style-type: none"> <li>• FSP should supply and deliver the petroleum products to the procuring entity ensuring availability of products, and competent fuel attendant/personnel to attend to the services required at all times. In case of shortage, FSP shall provide alternative source/station that can provide same specifications.</li> <li>• To ensure proper storage, transport and delivery, the FSP must be able to demonstrate compliance with below minimum criteria and qualification:</li> <li>• FSP must be compliant to all the necessary Eligibility and Technical documents stipulated in RA 9184</li> <li>• FSP must be legitimate supplier of petroleum products. And willing to sell in bulk and or in retail.</li> <li>• FSP must have an Environmental Compliance Certificate (ECC) and Permit to Operate issued by the Department of Environment and Natural Resources (DENR) through the office of Environmental Management Bureau EMB).</li> <li>• Diesel and Gasoline fuel will be purchased in bulk and be stored at the LRP.</li> <li>• The diesel and gasoline fuel will be withdrawn from the FSP establishment through an approved P.O/withdrawal slip by the agency's authorized representative.</li> <li>• Delivery cost of POL must be included in the bid price.</li> <li>• Bid cost must be inclusive of handling / profit margin, e-vat (Prevailing Price for Fuel)</li> </ul>
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## *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. State “**Comply**” or “**Not Comply**” to the Statement of Compliance.

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Schedule</b>
1	Diesel	44,000 liters	From the receipt of NTP up to December 31, 2025
2	Gasoline, Unleaded (Regular)	2,500 liters	From the receipt of NTP up to December 31, 2025
3	Brake Fluid	20 liters	From the receipt of NTP up to December 31, 2025
4	Gear Oil	20 liters	From the receipt of NTP up to December 31, 2025
5	Synthetic Oil	80 liters	From the receipt of NTP up to December 31, 2025
6	Automatic Transmission Fluid (ATF)	20 liters	From the receipt of NTP up to December 31, 2025
7	2T Oil (1L)	10 liters	From the receipt of NTP up to December 31, 2025

The quantity/units is for bidding purposes only. In the actual implementation of the contract, the quantity units that may be required may increase/ decrease as the need arises (but not to exceed base on the Approved Budget of the Contract).

I/We hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

**CONFORME:**

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Name of Company in Print

---

Signature Printed Name of Authorized Representative

---

Date



## ***Section VII. Technical Specifications***



Republic of the Philippines  
Department of Justice  
**BUREAU OF CORRECTIONS**  
**LEYTE REGIONAL PRISON**  
Abuyog, Leyte



## *Section VII. Technical Specifications*

<b>Item</b>	<b>Specification</b>	<b>Quantity</b>	<b>Statement of Compliance</b>
1	Diesel	44,000 liters	
2	Gasoline, Unleaded (Regular)	2,500 liters	
3	Brake Fluid	20 liters	
4	Gear Oil	20 liters	
5	Synthetic Oil	80 liters	
6	Automatic Transmission Fluid (ATF)	20 liters	
7	2T Oil (1L)	10 liters	

---

Name of Company

---

Signature over Printed Name  
of Authorized Representative

---

Date

## ***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) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

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

- (g) 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*

- (h) 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

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

## ***IX. Bidding Forms***

COMPANY LETTERHEAD

**Statement of ongoing government & private contracts**

**SUPPLY & DELIVERY OF FUELS, OILS & LUBRICANTS FOR C.Y 2025**

Bid Reference No.: **BID2024-04**

Statement of all its ongoing government and or private contracts including contracts awarded but not yet started, if any whether similar or not similar in nature.

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD

**Statement of Single Largest Completed Contract**

**SUPPLY & DELIVERY OF FUELS, OILS & LUBRICANTS FOR C.Y 2025**

Bid Reference No.: **BID2024-04**

Statement of Single (1) Largest Completed Contract of Similar in nature within the last two (2) years from the date of submission and receipt of bids amounting to at least twenty-five percent (25%) of the Approved Budget of the Contract (ABC)

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary	Date of Delivery	end user's acceptance or official receipt(s) or sales invoice issued for the contract, (Attached Copy)

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD

**SUPPLY & DELIVERY OF FUELS, OILS & LUBRICANTS FOR C.Y 2025**

Bid Reference No.: **BID2024-04**

**Certificate of Net Financial Contracting Capacity**

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is \_\_\_\_\_(P\_\_\_\_\_ ) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows: (Please show computation of NFCC)

$$\text{NFCC} = (\text{CA}-\text{CL}) (15) - \text{C}$$

Where:

- CA = Current Assets
- CL = Current Liabilities
- C = value of all outstanding or uncompleted portions of the Projects under going contracts, including awarded contracts Yet to be started coinciding with the contract for this Project

**NOTE:**

The values of the bidder's current assets and current liabilities shall be based on the Audited Financial Statement submitted to the BIR.

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



COMPANY LETTERHEAD

**SUPPLY & DELIVERY OF FUELS, OILS & LUBRICANTS FOR C.Y 2025**  
**Bid Reference No.: BID2024-04**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

X-----X

**BID SECURING DECLARATION**  
**Invitation to Bid: [Insert Reference number]**

To: **Leyte Regional Prison**

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 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 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;
  - (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'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

COMPANY LETTERHEAD

**SUPPLY & DELIVERY OF FUELS, OILS & LUBRICANTS FOR C.Y 2025**

Bid Reference No.: **BID2024-04**

**Omnibus Sworn Statement**

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 **Supply & Delivery of Fuels, Oils & Lubricants for C.Y 2025** of the **Leyte Regional Prison** 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 the **Supply & Delivery of Fuels, Oils & Lubricants for C.Y 2025** of the **Leyte Regional Prison**, 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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the ***Supply & Delivery of Fuels, Oils & Lubricants for C.Y 2025.***
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 \_\_\_, 2024 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

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Series of \_\_\_\_\_

COMPANY LETTERHEAD

**SUPPLY & DELIVERY OF FUELS, OILS & LUBRICANTS FOR C.Y 2025**

Bid Reference No.: **BID2024-04**

**Bid Form**

Date: \_\_\_\_\_  
Invitation to Bid N<sup>o</sup>: \_\_\_\_\_

To: **MR. TRACY B. SORIANO**  
BAC Chairperson  
Leyte Regional Prison  
Abuyog, Leyte

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 & Delivery of Fuels, Oils & Lubricants for C.Y 2025** in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ ₱ \_\_\_\_\_ 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 17.1 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:

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.

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 **Supply & Delivery of Fuels, Oils & Lubricants for C.Y 2025** of the **Leyte Regional Prison**. [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 **Supply & Delivery of Fuels, Oils & Lubricants for C.Y 2025** of the **Leyte Regional Prison**.*

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
*[Signature over Printed Name]*

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

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



Republic of the Philippines  
Department of Justice  
**Bureau of Corrections**  
**LEYTE REGIONAL PRISON**  
Abuyog, Leyte



**SCHEDULE OF PRICES**  
**SUPPLY & DELIVERY OF FUELS, OILS & LUBRICANTS FOR C.Y 2025**

Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	ABC	Total Bid Price Inclusive of VAT
1	44,000	Liters	Diesel		₱3,100,000.00	
2	2,500	Liters	Gasoline, Unleaded (Regular)			
3	20	Liters	Brake Fluid			
4	20	Liters	Gear Oil			
5	80	Liters	Synthetic Oil			
6	20	Liters	Automatic Transmission Fluid (ATF)			
7	10	Liters	2T Oil (1L)			
Total Bid Price Inclusive of VAT in words						

The quantity and unit price is for bidding purposes only. In the actual implementation of the contract, the quantity that may be required may increase/decrease as the need arises, and the unit price may vary base on actual market price (but not to exceed the ABC).

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature over Printed Name  
of Authorized Representative

\_\_\_\_\_  
Date



