

INVITATION FOR NEGOTIATED PROCUREMENT- TWO FAILED BIDDINGS NO. 2025-EPA-0007

*(Pursuant to Section 53.1 of the Revised Implementing Rules and Regulations of R.A 9184 –
Negotiated Procurement Two Failed Competitive Biddings)*

PROCUREMENT OF FUEL THROUGH FLEET CARD SERVICES FOR THE PHILIPPINE COMPETITION COMMISSION FOR CY 2025

1. In view of the two (2) failed biddings, the *Philippine Competition Commission (PCC)* invites bidders to participate in the negotiation for the *Procurement of Fuel through Fleet Card Services for the Philippine Competition Commission for CY 2025 under Invitation to Bid (IB) No. 2025-EPA-0018*.
2. The *PCC*, through the *2025 General Appropriations Act* intends to apply the sum of *Three Million Pesos (PhP3,000,000.00)*, being the Approved Budget for the Contract (ABC) to payments under the contract for the abovementioned procurement.
3. The PCC now invites interested bidders to negotiate offers for the project on *17 January 2025, 1:30PM at the given address below or through Microsoft Teams teleconference*.
4. Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
5. Following the completion of the negotiations, the best and final offer based on the technical and financial requirements, including the pre-requisite documentary requirements enumerated in the checklist of requirements hereof must be duly received by the PBAC Secretariat on or before *20 January 2025, 12:00 NN* at the address below or through *E-Bid Submission which may be accessed through PCC Website*. Late submissions shall not be accepted.
6. Bid opening shall be on *20 January 2025, 01:30 PM* at the given address below or through Microsoft Teams Teleconference. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
7. The *Philippine Competition Commission* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its RIRR, without thereby incurring any liability to the affected bidder or bidders.

8. For further information, please refer to:

THE SECRETARIAT

Bids and Awards

Committee Philippine

Competition Commission

9F Tower 1, Vertis North Corporate

Center, North Avenue, Quezon City

Telephone No.: (02) 771-9722 local 204

e-mail: procurement@phcc.gov.ph or ivabano@phcc.gov.ph

13 January 2025

redacted


DIR. JESON Q. DE LA TORRE
Chairperson, PCC Bids and Awards Committee

redacted


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).

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

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

DETAILED TECHNICAL SPECIFICATIONS

Provision of Fleet Card Services for the Philippine Competition Commission for CY 2025

I. RATIONALE

The Administrative Office – General Services Division (AO-GSD) provides general support services to the Philippine Competition Commission (PCC) in support to the delivery of its Vision and Mission and efficiently perform its mandate and meet its operational and administrative requirements, including the delivery of services to the public. The provision of fleet cards is necessary through the PCC's Fleet Card Program (the "Program"). This Program pertains to the use of fleet cards as payment for fuel products (e.g., diesel and gasoline) at gas stations. Likewise, this Program helps to prevent unauthorized and excessive spending of fuel by setting monthly fuel allocations. Spending patterns such as grade of fuel, fueling frequency, time of fueling, and fuel location can also be tracked, assessed, and managed to determine possible reduction of expenses.

With this, the AO-GSD, as the End-user, intends to engage a Service Provider for the Provision of Fleet Card Services for the Philippine Competition Commission for CY 2025 (the "Project").

II. QUALIFICATIONS OF THE SERVICE PROVIDER AND OTHER REQUIREMENTS

1. The Service Provider shall have completed at least one (1) contract similar to this Project with the contract price equivalent to at least fifty percent (50%) of the ABC within five (5) years, prior to the deadline for submission of bids.
2. The Service Provider shall offer a pump price discount per liter on every transaction, and such discounts shall reflect on the receipt and/or every transaction records issued.
3. The Service Provider shall comply with the minimum number of gas stations within the following areas:
 - a. At least ten (10) gas stations within Metro Manila; and
 - b. At least fifty (50) gas stations within Luzon excluding Metro Manila.

III. FLEET CARD AND FUEL REQUIREMENTS



1. The Service Provider shall provide PCC with vehicle-specific fleet cards containing the following information, among others:
 - a. Card number
 - b. Agency / Office name
 - c. Vehicle details (e.g. plate number); and
 - d. Expiry date
2. The Service Provider shall deliver the fuel products with the following specifications:
 - a. All fuel types shall be compliant to the Euro-4 emission standards and other standards in compliance with issuances from the Department of Energy, Philippine National Standard and any other government agencies, as applicable;
 - b. Diesel fuel shall have a minimum cetane number rating of fifty (50);
 - c. Gasoline fuel shall have a minimum research octane number (RON) rating of ninety-one (91).
3. The Service Provider shall ensure sufficient supply of fuel for the Project in the following allocation amount:

No.	Fuel Type	Estimated Fuel Allocation Amount
1	Diesel	15,480 liters
2	Gasoline	22,320 liters
	TOTAL	37,800 liters

IV. SCOPE OF SERVICES AND DELIVERABLES

The following shall be the required scope of services and deliverables by the Service Provider:

1. Provide or dispense fuel products through the gas stations to PCC vehicles with the issued vehicle-specific fleet cards, provided that the fuel purchases shall not exceed the maximum monthly fuel allocation per vehicle to be provided during Contract implementation;
2. Provide additional vehicle-specific fleet card/s as may be required by the PCC provided that it will not exceed the total fuel requirements stated in Section III.3., subject to the official endorsement submitted by the authorized representative/s of the End-user via electronic mail;

3. Ensure availability and replenishment of fuel products and automatically revert the maximum monthly fuel allocation per vehicle at the start of every month;
4. Provide PCC with one (1) vehicle-specific fleet card per vehicle as provided in Section III.1. within fifteen (15) calendar days upon receipt of the Notice to Proceed (NTP); and
5. Provide PCC with one (1) temporary vehicle-specific fleet card per vehicle or authorization letter to purchase fuel products, whichever is applicable, Within seven (7) calendar days upon receipt of the NTP;
6. The Service Provider shall only allow PCC vehicles with respective fleet cards to avail of the fuel within the limitations.. The fuel limit per fleet card may be adjusted upon request by the End-user representative/s, subject to the remaining fuel allotment.
7. The gas stations of the Service Provider shall issue fuel slips or equivalent proof of transaction reflecting the purchase information whenever fuel products are availed.
8. Ensure that monthly statements of account are consistent with the transaction slips issued by the gas stations.

V. CONTRACT DURATION

The Contract shall commence upon receipt and acceptance of Notice to Proceed, unless a different date is indicated therein. The Contract shall be valid until **31 December 2025** or until the consumption of the total contract amount, whichever comes first.

VI. AWARD OF CONTRACT

The Contract shall be awarded to the bidder that complies with the minimum documentary and fuel requirements of this Project and other requirements stated in the bid documents, subject to the bid evaluation, and other procurement activities necessary to determine the Lowest Calculated Responsive Bid.

VII. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) for this Project is **Three Million**

Pesos (PhP3,000,000.00), inclusive of all applicable government taxes, fees, charges, and other miscellaneous expenses subject to the usual budgeting, accounting, and auditing rules and regulations.

VIII. MODE OF PROCUREMENT

The mode of procurement shall be Negotiated Procurement- Two Failed Biddings in accordance with the provision of 2016 revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184.

IX. PAYMENT SCHEME / TERMS OF PAYMENT

Payment shall be computed at actual fuel consumption based on the prevailing retail pump prices.

The purchases within a given billing cycle based on the actual consumption of fuel, irrespective of purchase date, shall fall due and be payable thirty (30) calendar days after the PCC's receipt of the Statement of Account or Billing Statement per billing cycle. If actual fuel consumption for a month exceeded the ABC (pro-rated monthly), the Service Provider shall send a corresponding bill for the excess amount to PCC, in which case a separate payment with the same rate shall be made.

Late payment/s due to the delayed issuance of the billing statement/s shall not be a ground for suspension of the fleet card services.

All payments shall be released and claimed within PCC premises.

X. LIQUIDATED DAMAGES

If the Service Provider fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, the PCC shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. In case the sum of total liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

XI. DISPUTE RESOLUTION

Should any dispute related to the Contract and/or rights of the PCC and the Contractor (the "Parties") arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

Any amendment or additional terms and conditions to the Contract must be in writing, signed, and acknowledged by the Parties.

Prepared by:

Reviewed by:

redacted



NESJUST TORRES
Administrative Officer II, GSD

redacted



RO -R. OIRA
Chief Administrative Officer, GSD

redacted

(1)

Approved By:

redacted

JESOB TORRE
Administrative Office

CONFORME:

Name and Signature of Authorized Representative

Designation / Position

Name of Company

Date

Annex A

OTHER REQUIREMENTS

No.	Requirements	Statement of Compliance ("Comply" or "Not Comply")
1	At least one (1) Contract Agreement with Certificate of Completion or equivalent certification with the contract price equivalent to at least fifty percent (50%) of the ABC within five (5) years, prior to the deadline for submission of bids. ¹	
2	Undertaking or equivalent documentation on the offered pump price discount per liter on every transaction, and such discounts shall reflect on the receipt and/or every transaction records issued ²	
2	List of gas stations within the following areas ² : a. At least ten (10) gas stations within Metro Manila b. At least fifty (50) gas stations within Luzon excluding Metro Manila	
3	One (1) sample fleet card with the required information ³	
4	Brochure of fuel products compliant to Euro-4 emission standards and other standards in compliance with issuances from the Department of Energy, Philippine National Standard and any other government agencies, as applicable ⁴	
5	Undertaking ensuring sufficient supply of fuel for the Project with the required amount ⁵	

I hereby certify that conformity to the foregoing requirements is true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Bidder /Company

Signature Over Printed Name
of Authorized Representative

Date

¹ Section II.1.

² Section II.3.

³ Section III.1.

⁴ Section III.2.

⁵ Section III.3.