



REPUBLIC OF THE PHILIPPINES
COMMISSION ON HUMAN RIGHTS

INVITATION TO BID FOR THE PROCUREMENT OF FUEL (GASOLINE AND DIESEL) THROUGH FUEL/FLEET CARD PROGRAM FOR ALL SERVICE VEHICLES OF THE COMMISSION ON HUMAN RIGHTS, SAAC BUILDING, COMMONWEALTH AVENUE, DILIMAN, QUEZON CITY – (NEGOTIATED PROCUREMENT – TWO-FAILED BIDDINGS)

1. The Commission on Human Rights (CHR), intends to apply the sum of **Three Million Nine Hundred Six Thousand Pesos (PhP3,906,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Fuel (Gasoline and Diesel) through Fuel/Fleet Card Program for all Service Vehicles of the Commission on Human Rights, SAAC Building, Commonwealth Avenue, Diliman, Quezon City – (Negotiated Procurement – Two-Failed Biddings). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The CHR now invites bids from interested, legitimate, qualified, experienced and reputable Companies/Agencies that are duly registered under the laws of the Republic of the Philippines to join and submit bids in accordance with the attached Terms of Reference (TOR) for the provision of the Procurement of Fuel (Gasoline and Diesel) through Fuel/Fleet Card Program for all Service Vehicles of the Commission on Human Rights, SAAC Building, Commonwealth Avenue, Diliman, Quezon City – (Negotiated Procurement – Two-Failed Biddings). The company/prospective bidders must submit the PhilGEPS certificate of registration (Platinum) without attaching the copies of certificates of registration issued by SEC/DTI/CDA, mayor's permit, and tax clearance. PhilGEPS certificate of registration is sufficient. However, upon demand from the lowest calculated bid during the post-qualification of bids, the same must be available. However, for those documents that are expired, please submit/attach the proof of application for renewal of license/permit. The companies/agencies must have been engaged in business for at least five (5) years from the date of opening of bids.
3. Bidding will be conducted through Section 53.1 – Negotiated Procurement (Two-Failed Biddings) procedures as specified in the Annex "H" of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act."

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 Republic Act (RA) 5183.

4. The **CHR Bids and Awards Committee for Goods and Services shall recommend the award of the contract** to its Head of Procuring Entity (HoPE) of a bidder that will be determined

as the **Lowest/Single Calculated Responsive Bid (LCRB/SCRB)** pursuant to Section 37.1.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 8194.

5. The CHR will hold the **"Negotiation"** on **February 6, 2020 at 11:00AM, 2nd Floor, Boardroom, CHR Office, PARDEC Building, U.P. Complex, Commonwealth Avenue, Diliman, Quezon City**, which shall be open to prospective bidders.
6. **Bids must be duly received by the BAC Secretariat at the address below on or before 10:30AM of February 13, 2020.** All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in Bidding Documents.

Bid opening shall be on **February 13, 2020 at 11:00AM, 2nd Floor, Boardroom, PARDEC Building, U.P. Complex, Commonwealth Avenue, Diliman, Quezon City**. Bids will be opened in the presence of the duly authorized bidders' representatives who choose to attend at the address below. The duly authorized bidders' representative shall present an authorization letter using the letterhead of the company he/she is representing that is signed by the Head/President of the Company. **Late bids shall not be accepted.**

7. The CHR reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

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Bids and Awards Committee Secretariat

COMMISSION ON HUMAN RIGHTS OF THE PHILIPPINES

General Administration Office-Procurement Division (GAO-PD)

3rd Floor, SAAC Building, U.P. Complex

Commonwealth Avenue, Diliman, Quezon City

Tel. No.: (+632) 8936-6107

Mobile No.: 0999-9902138 (smart) or 0917-8571607 (globe)

Email Address: procurement.chr@gmail.com

CHR Website: www.chr.gov.ph

Issued this 28th day of January 2020, Quezon City, Philippines.

Homero Matthew P. Rusiana

HOMERO MATTHEW P. RUSIANA

Chairperson, Bids and Awards Committee
for Goods and Services (BAC-GS)
& Director IV, Field Operations Office



REPUBLIC OF THE PHILIPPINES
COMMISSION ON HUMAN RIGHTS

TERMS OF REFERENCE

**FOR THE PROCUREMENT OF FUEL (GASOLINE & DIESEL) THROUGH FUEL/FLEET CARD
PROGRAM FOR ALL SERVICE VEHICLES OF THE COMMISSION ON HUMAN RIGHTS
CENTRAL OFFICE**

I. RATIONALE

The Commission on Human Rights is an independent government office created under the 1987 Constitution of the Philippines with the primary function of investigating all forms of human rights violations involving civil and political rights. Given this mandate, it is imperative to engage the services of automobile fuel retailers to provide gasoline and diesel at gas stations for all service vehicles of the CHR Central Office through Fuel/Fleet Card Program.

The CHR's Fuel/Fleet Card Program pertains to the use of the card as a payment card for gasoline and diesel at gas stations. Essential to meet CHR's operational and administrative requirements, including the delivery of services to the public, the Fleet Card Program likewise helps control spending by setting spending limits and tracking spending patterns such as fueling frequency, time and location of fueling. To this end, the CHR intends to engage an entity which could provide such service (the "Contractor/Supplier").

The CHR's List of Vehicles is attached as Annex "A".

II. OBJECTIVE

The objective of this project is to procure for a qualified and authorized Fuel/Fleet Card Service Provider who can provide the CHR Central Offices service vehicles with an efficient and environmentally friendly fuels, secured, convenient, continuous and steady supply of gasoline and diesel at gas stations that is economical.

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*Commonwealth Avenue, U.P. Complex, Diliman 1101 Quezon City Philippines
Tel. Nos. (02) 294 8704 (02) 925 3886*

III. SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

A. Scope of Work

The Fuel/Fleet Card Service Provider shall provide the fuel services requirements of the CHR Central Office using the Fuel/Fleet Card Program.

B. Requirements

1. The Fuel/Fleet Card Service Provider shall provide the fuel requirements of the CHR-CO using the fuel/fleet card technology.
2. The Fuel/Fleet Card Service Provider must have a wide service station network nationwide, with at least 1000 accredited fleet affiliated station to dispense the fuel requirements of CHR's service vehicles, in accordance with the terms and conditions set forth in the Contract.
3. The Fuel/Fleet Card Service Provider should have a web-based program for data tracking or monitoring reflecting the monthly purchases in which the CHR point person will be given access to within 24-hours after the transaction is completed.
4. The Contractor/Supplier must ensure that the Fuel/Fleet Card Program is protected from duplication or hacking.
5. Only the vehicles indicated in fuel/fleet card shall be allowed to avail of the fuel within the limitations categorically stated therein.
6. The Fuel/Fleet Card Service Provider shall provide the CHR Central Offices service vehicles a Vehicle Specific fuel card containing the following information (embossed in the card), among others:
 - a. Office name - CHR-CO;
 - b. Card number;
 - c. Vehicle details (type of vehicle; vehicle plate number or vehicle conduction sticker number); and
 - d. Product restriction (type of fuel, and allocation of services).
7. The Fuel/Fleet Card Service Provider shall be responsible to dispense and make available at all times (during office hours in ALL accredited fleet card stations) and at all branches of its stations, within the duration of the Contract, based on the following estimated volume/quantity of allocation for one (1) year (based on allocation per service vehicle as indicated in the fuel card):
 - a. Diesel (minimum of 55 Cetane) - 41,400 liters more or less
 - b. Gasoline (minimum of 91 Octane) - 30,600 liters more or less

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8. The Fuel Card Service Provider shall provide additional fuel card upon written request of the CHR-Central Office under the same terms and conditions.

IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The total Approved Budget for the Contract (ABC) for this contract is Three Million Nine Hundred Six Thousand Pesos only (PhP3,906,000.00), inclusive of all existing and appropriate government taxes and charges, i.e. VAT, etc.

V. RESPONSIBILITIES OF THE FUEL/FLEET CARD SERVICE PROVIDER

1. The Fuel/Fleet Card Service Provider shall ensure that the plate number and/or make of the CHR service vehicle matches the identification in the CHR-CO fuel/fleet card. The Contractor/Supplier may supply a particular CHR vehicle with additional fuel in excess of the monthly ceiling, subject to the authority issued by the General Administration Office (GAO) of CHR.
2. Issue a transaction slip/receipt/invoice every time fuel is availed of by CHR vehicle.
3. Ensure that the Statement of Account (SOA) is accurate, and is consistent with the slip/invoice issued by the service station.
4. Ensure that the fuel/fleet card transaction slip accurately reflects any and all purchases charged to the fuel/fleet card.

VI. PAYMENT SCHEME/TERMS OF PAYMENT

The purchases within a given billing cycle, irrespective of purchase date, shall fall due and be payable thirty (30) calendar days (including holidays) after the end of the billing cycle, which shall be based on the actual availment of fuel. The Contractor/Supplier shall provide a SOA or Billing Statement as basis for the payment of actual consumption per billing cycle. If actual consumption for a month exceeded the ABC (pro-rated monthly), the Contractor/Supplier shall send a corresponding bill to CHR, in which case a separate payment with the same rate shall be made.

In case the Fuel/Fleet Card is damaged, lost or stolen, without the fault or negligence of concerned CHR official/personnel, CHR will be charged the following replacement fees:

- a. Damaged Card – PhP250.00
- b. Lost Card – PhP250.00

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VII. DURATION OF CONTRACT

Contract duration shall be valid for a period of one (1) year from January to December 2020 or until such ABC is consumed, whichever comes first, and is extendable subject to the 2016 Revised Implementing Rules and Regulation of Republic Act No. 9184, also known as the Government Procurement Reform Act. The Contract shall start from receipt of the Notice to Proceed (NTP) by the Winning Fuel/Fleet Card Service Provider.

VIII. CONFIDENTIALITY

The Service Provider agrees that the services covered by this Contract are strictly confidential and that a breach of any terms and conditions thereof by the Service Provider may subject the CHR to financial, material and operational loss, and thereof, the Service Provider, hereby agrees as follows:

- a. The Service Provider and any of its personnel shall not, either during the term of this Contract or at any time thereafter reveal, disclose, or furnish in any manner, to any person, firm or corporation any information relating to the CHR which the Service Provider or other members of its staff/team, may have acquired or which came to his/their knowledge or possession during their work for the CHR.
- b. Only the persons expressly authorized by the CHR shall be allowed by the Service Provider to have access to the documents/records in the custody of the Service Provider. The authorization shall be in writing of the person/s authorized to have access to the documents/records.
- c. The Service Provider shall prevent any unauthorized person from gaining access to the documents/records.
- d. The Service Provider agrees to assume sole responsibility and hereby undertakes to indemnify the CHR, for any damage, which the CHR may sustain by reasons of breach of the above conditions.

IX. PRE-TERMINATION OF CONTRACT

1. This contract shall be implemented in accordance with the terms and conditions herein stipulated. Failure on the part of the supplier to comply with any of the provisions of the contract shall warrant its pre-termination. However, the supplier shall be informed by the CHR within ten (10) calendar days prior to such termination.
2. CHR shall have the right to blacklist the supplier in case of pre-termination.

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X. LIQUIDATED DAMAGES

In case of Contractor/Supplier's delays in the performance of service, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

XI. DISPUTE RESOLUTION

- A. Should any dispute related to the Contract and/or rights of 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.
- B. 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
- C. Any amendment or additional terms and conditions to the Contract must be in writing, signed, and acknowledged by the Parties.

Prepared by:

by: *Rmpalua*
ANNA ROCES C. GULTIANO

Recommending Approval:



MARIA MARLITA GARCIA-SIO
Chief, General Services Division (GSD)

Approved by:



ATTY. JACQUELINE ANN C. DE GUIA
Executive Director

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