

TERMS OF REFERENCE

PROCUREMENT OF FUEL, OIL, LUBRICANTS AND OTHER SERVICES FOR NEA VEHICLES

1. Rationale

The National Electrification Administration (NEA), through its Bids and Awards Committee (BAC), will undertake the procurement of fuel, oil, lubricants and other services. Fuel is a major operational requirement of an institution essential for the delivery of services to its stakeholders. Currently, NEA has a total of 30 serviceable motor vehicles. Of these, 24 units are diesel-fed and six (6) units of gasoline-fed. With the possible increase in number of vehicles for CY 2023, approximate monthly consumption will be 775 liters of gasoline and about 2,960 liters of diesel. Aside from the supply of fuel, the supplier shall, likewise, provide for other products/services such as motor/engine oil, automatic transmission fluid, coolant, freshener, body/engine/under chassis wash and other maintenance supplies and services.

2. Objective

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

3. Bid and Contract Price

- 3.1. The total contract price for this procurement shall not be more than **Three Million Five Hundred Thousand Pesos (Php3,500,000.00)**.
- 3.2. Bid Price for procurement using the Retail Pump Price or the price of petroleum fuel per liter, such as gasoline, diesel oil and kerosene, as established by retailers, dealers or gas stations for the day.
- 3.3. Cost for E-VAT and other governmental costs which fall equally on all prospective suppliers are presumed to be included in the computation of the bid price.

4. Actual Prices Payable

- 4.1. For and in consideration of the performance and accomplishment of Fuel, Oil, Lubricants and Other Services, NEA shall pay the Fuel

Service Provider (FSP) for the fuel, oil, lubricants and other services requirements for products and services ACTUALLY DELIVERED AND ACTUALLY RECEIVED using the Retail Pump Price as defined.

- 4.2. For staggered deliveries, the procuring entity shall make, after every delivery, an accounting of the amount actually payable based on the date of the delivery receipt to determine the allowable unit/volume that may be ordered from the remaining amount allotted for each product. The procuring entity shall be allowed to make adjustments in the units/volume to be delivered per type of product to conform to the remaining amount in the total contract price.
- 4.3. If during contract implementation, the total contract price for the project would have been consumed, notwithstanding that the requirements were not fully delivered in the units/volume contemplated, no further order and payments shall be made. This provision shall form part of the bidding documents.

5. Scope of Service

- 5.1. Fuel, Oil, Lubricants and Other Services shall be available to NEA upon the issuance of the Notice to Proceed.
- 5.2. Issuance of products/services by the FSP will be through Purchase Slip (PS) system for the period of one (1) year under terms and conditions advantageous to the government, for the following estimated volume or quantity:

a.	Gasoline	-	9,300 liters
b.	Diesel	-	35,520 liters
c.	Motor/Engine Oil	-	262 liters
d.	Brake Fluid	-	30 liters
e.	ATF	-	15 liters
f.	Gear Oil	-	15 liters
g.	Grease	-	10 kilograms
- 5.3. All purchases must be accompanied by properly accomplished and duly signed PS.
- 5.4. FSP shall accept security deposit of no more than One Hundred Fifty Thousand Pesos (Php150,000.00). Should NEA decide to withdraw from the agreement, FSP shall refund the said deposit, provided that NEA has not incurred any outstanding balance.
- 5.5. FSP shall accept payment in the form of check, the amount of which is net of taxes withheld supported by the issuance of certificates.
- 5.6. FSP must have a Platinum Philgeps registration and BIR Certificate of Registration.

6. Responsibilities of the Fuel Service Provider (FSP)

- 6.1. Provide fuel, oil, lubricants and other products/services requirements of NEA service vehicles in an efficient manner following the terms and conditions set in the contract. These vehicle service requirements shall include basic ones like windshield cleaning, oil/water level checking, and tire pressure gauge measurement. These services must be free of charge.
- 6.2. Have a fuel station located within 500-meter radius from NEA Office at #57 NIA Road, Barangay Pinyahan, Diliman, Quezon City.
- 6.3. Be responsible in ensuring availability of products and services 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 the same specifications, which shall be located within one (1) kilometer radius from NEA Office.
- 6.4. Ensure availability of basic facilities such as lube bays and restrooms.
- 6.5. Be responsible to dispense fuel to NEA vehicles only and ensure that dispensed fuel will not exceed Purchase Slip (PS) allocation.
- 6.6. Ensure that cost of repair/maintenance shall be for the FSP's account, in case of any damage, accident or otherwise, was caused by the FSP to any NEA vehicle while undergoing service.
- 6.7. Issue a transaction slip/receipt/invoice every time fuel is withdrawn or other products/services are given.
- 6.8. Ensure that the transaction slips accurately reflect any and all purchases charged to NEA.
- 6.9. Maintain a comprehensive register to record all withdrawals made on a per vehicle basis.
- 6.10. Issue an accurate Statement of Account with copies of transaction slip/invoice on a monthly basis.

7. Responsibilities of National Electrification Administration

- 7.1. Maintain a refundable deposit in the amount of Php150,000.00.
- 7.2. Pay the amount billed within 30 days from the receipt of Statement of Account with complete attachments.
- 7.3. Examine the statement and report any discrepancy/ies to the FSP within 15 days upon receipt thereof. If there is no error reported within such period, the statement of account shall be considered as conclusively correct.
- 7.4. Issue BIR from 2306 and 2307 pertaining to taxes withheld for each payment made.

- 7.5. Present an accomplished PS duly signed by authorized signatory to the FSP for the delivery of goods and services.
- 7.6. Inform the FSP for the changes in the PS authorized signatories.

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