

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. This is a major operational requirement of the institution which is essential for the delivery of services to its stakeholders. The NEA currently has a total of 27 serviceable motor vehicles (Annex A), 22 units of which are diesel fed and five units gasoline fed with a monthly consumption of around 2,200 liters and 800 liters respectively. Aside from the supply of fuel, the supplier shall likewise cover and include other products/services such as motor/engine oil, brake fluid, ATF, coolant, freshener, body/engine/under chassis wash and other maintenance supplies.

2. Objectives

The main objective of having a fuel service agreement is to provide NEA vehicles with an 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 **One Million Seven Hundred Twenty Three Thousand Pesos (Php1,723,000.00)**.
- 3.2. Bid Prices 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 the Fuel, Oil, Lubricants and Other Services, NEA shall pay the Fuel Service Provider for the fuel, oil, lubricants and other services requirements ACTUALLY DELIVERED AND DULY RECEIVED by it 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 still be ordered from the remaining amount allotted for each POL 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 or der 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 Fuel Service Provider (FSP) will be through Purchase Order (PO) 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 - 11,000 liters
 - b. Diesel - 32,000 liters
 - c. Motor/Engine Oil - 310 liters
 - d. Brake Fluid - 10 liters
 - e. ATF - 10 liters
 - f. Gear Oil - 10 liters
- 5.3 All purchases must be accompanied by properly accomplished and duly signed Purchase Order (PO).
- 5.4 Accepts deposit of no more than One Hundred Fifty Thousand pesos (Php. 150,000.00) to cover estimated worth of monthly fuel requirement of NEA. Should NEA decide to withdraw from the agreement, FSP shall refund the said deposit said deposit, provided that NEA has not incurred any outstanding balance.
- 5.5 Accepts payment in the form of check amount of which is net of taxes withheld supported by the issuance of certificates.
- 5.6 Payment shall be made by NEA within 30 days from receipt of the monthly billing with complete attachments covering actual purchases.
- 5.7 FSP should have Platinum Philgeps registration and BIR Certificate of Registration.

6. Responsibilities of the Fuel Service Provider (FSP)

- 6.1 The FSP shall provide fuel, oil, lubricants and other products/services requirement of NEA service vehicles including free of charge basic services like windshield cleaning, oil/water level checking, and tire pressure gauge measurement, body/engine/ under chassis wash and other vehicle maintenance related to supplies and services in an efficient manner following the terms and conditions set in the contract.
- 6.2 FSP must have a fuel station located within 500-meter radius from NEA office at #57 NIA Road, Barangay Pinyahan, Diliman, Quezon City.
- 6.3 The FSP shall be responsible 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 same specifications, which shall be located within one (1) kilometer radius from NEA office.
- 6.4 Ensure availability of basic facilities like basic lube bays and restrooms.
- 6.5 The FSP shall be responsible to dispense fuel to NEA vehicles only and ensure that issued fuel will not exceed PO allocation.
- 6.6 Repair/maintenance of damage, accident or otherwise, incurred by the FSP to any NEA vehicle shall be for the FSPs account.
- 6.7 A transaction slip/receipt/invoice shall be issued every time fuel is withdrawn or other products/services are given.
- 6.8 Ensure that the transaction slips accurately reflects any and all purchases charged to NEA.
- 6.9 To 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/receipt/invoice on a monthly basis.

7. Responsibilities of National Electrification Administration

- 7.1 To maintain a refundable deposit in the amount of Php. 150,000.00.
- 7.2 To pay the amount billed within 30 days from the receipt of the Statement of Account with complete attachments.
- 7.3 To examine the statement and report any discrepancy/ies to the FSP within 10 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 form 2306 and 2307 pertaining to taxes withheld for each payment made.
- 7.5 Accomplish PO duly signed by authorized signatory for presentation to the FSP for the delivery of goods and services.
- 7.6 Inform the FSP for the changes in the POs authorized signatory/ies.

For your information.

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