

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT FOR THE PETROLEUM FUEL, OIL & LUBRICANTS (POL) PRODUCTS FOR CY 2026

THIS AGREEMENT made and entered into this 24 MAR 2026 by and between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), a government instrumentality vested with corporate powers, duly organized and existing pursuant to Republic Act No. 7227 (Bases Conversion and Development Act of 1992), with principal office address at **2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig, 1634 Metro Manila, Philippines**, represented herein by its President and Chief Executive Officer, **ENGR. JOSHUA M. BINGCANG**, duly authorized for the purpose of this Agreement (*herein referred to as the "ENTITY"*).

and

SHELL PILIPINAS CORPORATION, a corporation duly organized and existing under the laws of the Philippines, with principal office address at 41st Floor The Finance Center, 26th St. Cor. 9th Ave. Bonifacio Global City Taguig, represented herein by its Authorized Representative, **Mr. Christopher Alli**, of the one part and **SHELL PILIPINAS CORPORATION** of 41st Floor The Finance Center, 26th St. Cor. 9th Ave. Bonifacio Global City Taguig, duly authorized for the purpose of this (*Agreement herein referred to as the "SUPPLIER"*).

Collectively referred to as Parties

WHEREAS, on 10 December 2025, President and Chief Executive Officer Engr. Joshua M. Bingcang approved the *Bids and Awards Committee for Goods (BAC-G) Resolution BG2025-044* delegating the conduct of procurement to the **Property and Procurement Management Department (PPMD) - General Services Division (GSD)** for the Procurement of Petroleum Fuel, Oil and Lubricant (POL) Products for C.Y. 2026 pursuant to Section 35.13 of the Implementing Rules and Regulations of Republic Act No. 12009 or the New Government Procurement Act (Direct Retail Purchase of Petroleum Fuel, Oil and Lubricant Products, Electronic Charging Devices, and Online Subscriptions);

WHEREAS, pursuant to Section 35.13 of the IRR of Republic Act No. 12009, the direct retail of petroleum fuel, oil and lubricant products not available in the Procurement Service-Department of Budget and Management (PS-DMB) may be delegated to the End-User or Implementing Units to procure the said goods from identified direct suppliers or service providers, where said goods are required by the Procuring Entity for the efficient discharge of its functions or day to day operations;

WHEREAS, the PPMD-GSD requested a quotation based on the approved Terms of Reference (TOR) from three (3) suppliers namely; Shell Pilipinas Corporation, Petron Corporation and Sea Oil Philippines;

WHEREAS, based on the submitted quotations of the suppliers, **SHELL PILIPINAS CORPORATION** was found to be compliant with the terms and conditions and has a lowest calculated bid;

WHEREAS, the approved budget for the contract (ABC) amounts to **Seventeen Million Pesos (Php 17,000,000.00)**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

ARTICLE I General Terms and Conditions

SECTION 1. Product Description. The Supplier shall issue/provide the following to the vehicles of the ENTITY through the use of fleet card application system:

A. Petroleum

a. Diesel

- at least 50 cetane rating
- approximately 144,000.00 liters per year or as may arise

b. Gasoline

- at least 95 octane Rating
- approximately 4,000.00 liters per year or as may arise

B. Lubricant/Lube

a. Engine oil (Semi synthetic 15W-40 for diesel and 5W-30 for gasoline)

- approximately 8,000 liters per year or as may arise

SECTION 2. Contract Duration. The contract shall be for a period of **Twelve (12) months**, beginning **1 April 2026 to 31 March 2027**, *provided that*, the agreement shall be considered valid and binding upon the signing of the Notice to Proceed.

SECTION 3. Contract Price. The ENTITY agrees to pay a total of **Ten Million Six Hundred Twenty Six Thousand Eight Hundred Eighty and 00/100 Pesos Only (Php 10,626,880.00)**, inclusive of VAT and all applicable government taxes, subject to the availability of funds. This amount includes the Supply and Delivery of Petroleum Fuel, Oil, and Lubricant Products for CY 2026 as stipulated in Article 1 of this Agreement. The SUPPLIER shall issue a service invoice for every payment made by the ENTITY.

ARTICLE II Obligations of the Parties

SECTION 1. Obligation of the SUPPLIER. The SUPPLIER shall have the following obligations:

[Redacted Signature]

- A. Apply the products described under Article 1 Section 1 of this Agreement to the vehicle of the ENTITY through the fleet card application system;
- B. Provide the ENTITY real time access to online accounts to properly manage and monitor the fleet card's usage;
- C. Provide access to the ENTITY to ensure detailed transaction reports which can be downloaded through the Online Portal;
- D. Check the odometer of each vehicle of the ENTITY with each purchase for fuel consumption monitoring; and
- E. Other obligations imposed under this Agreement and related documents.

SECTION 2. Obligations of the ENTITY. The ENTITY shall be obliged to pay the SUPPLIER in accordance with the payment terms agreed upon by the Parties under this Agreement.

SECTION 3. Security Features.

- A. To protect BCDA from possible fraud or misuse of fuel cards, the service provider shall provide security features ensuring that every transaction will be accounted for and reflected in the monthly SOA.
- B. Prior to any transaction, the gasoline station must perform odometer checking. This will confirm and verify if fuel has been gassed up to a particular BCDA vehicle per embossed plate number on the card. The kilometer reading of the vehicle shall be recorded every time the vehicle is gassed up. In this case the fuel consumption and fuel efficiency of the vehicle will be validated. In addition, **the service provider must provide the BCDA Drivers a receipt/proof of transaction for every withdrawal of fuel.**
- C. In the event of a lost or stolen card, the General Services Division shall advise for card deactivation/cancellation, and a replacement card shall be issued upon request through the online portal. The issuance of the replacement card shall be within fifteen (15) calendar days upon reporting/filing of request, at no cost to BCDA.
- D. Admin cards must be provided to the General Services Division to ensure that the vehicle with a lost card would be filled up with POL during the replacement period. The admin card will be used also in the event that a BCDA vehicle has no vehicle card due to unavailability of plate number and during official long travel where more than one frequency of fuel withdrawal is not enough.
- E. The Fleet Manager of the General Services Division shall be responsible for the "admin card".

SECTION 4. General Provisions.

- A. The service provider shall follow the prevailing pump price of fuel per liter during the time of gas up. Consequently, the amount of the billing statement shall be computed based on the actual price of fuel during the refueling of vehicles.
- B. The service provider shall have pump stations all over Luzon.
- C. The service provider shall issue fuel products and lubricants to BCDA vehicles enrolled/listed in the fleet card program.
- D. The service provider station/branches shall ensure that loading of fuel is strictly for the vehicle indicated in the fleet card (plate number, petroleum products, and gasoline or diesel) and no excess shall be allowed outside the maximum allocation.
- E. All services rendered and fuel/lube withdrawals shall be issued with

- an official slip/receipt/invoice.
- F. The service provider shall ensure that the fleet card transaction slip shall reflect all purchases and charges accordingly.

ARTICLE III
Payment Terms and Conditions

SECTION 1. Currency and Basis of Payment. The ENTITY shall pay the SUPPLIER in Philippine Peso. The amount of payment shall be based on the fuel pump price on the date and time of the transaction.

SECTION 2. Default in Performance. In case of delay or default incurred by the SUPPLIER in the performance of its obligations under this Agreement, it shall be liable to pay the ENTITY the amount of liquidated damages in accordance with the IRR of the R.A. 12009, within five (5) days from its receipts of the latter's written demand.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


ENGR. JOSHUA M. BINGCANG
President and CEO 

for:

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY (BCDA)**


CHRISTOPHER ALLI
Authorized Representative

for:

SHELL PILIPINAS CORPORATION

Signed in the presence of:


ATTY. GISELA Z. KALALO
Executive Vice President


MS. MARIELA NIOKO
Witness-Supplier

ACKNOWLEDGEMENT

Republic of the Philippines)
Taguig City) ss

BEFORE ME, a Notary Public, for and in Taguig City, personally appeared the following:

Name	Government-Issued ID	Date/ Place Issued
ENGR. JOSHUA M. BINGCANG	PHL PASSPORT NO. P6449692C	08 FEB 2024 DFA ANGELES
MR. CHRISTOPHER P. ALLI	PH [REDACTED] ID	[REDACTED]

known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that their signatures confirm their own free acts and the entities or corporations they represent.

SIGNED AND SEALED on MAR 24 2026 in Taguig City, Philippines.

Notary Public

[REDACTED SIGNATURE]

ATTY. NOVELYN B. CARINAN
Notary Public for and in the City of Taguig
Until December 31, 2027
Appointment No. 13 (2026-2027)
PTR No. A-6769475; Jan. 6, 2026; Taguig City
IBP No. 565344; Dec. 12, 2025; Rizal / Roll No. 90401
MCLE Compliance No. VIII-0031916/April 14, 2028

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