

MEMORANDUM OF AGREEMENT
PETRON FLEET CARD

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement for Petron Fleet Card ("Agreement") is executed and entered into by and between:

PETRON CORPORATION ("PETRON"), a corporation organized and existing under Philippine laws, with principal office address at the SMC Head Office Complex, 40 San Miguel Avenue, Mandaluyong City, represented herein by its Vice President – Retail Sales, **ARCHIE B. GUPALOR**, and its Cards Business Group Manager, **MARBELSON L. JIZ**;

- and -

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY ("TESDA"), a national government agency created and existing under and by virtue of Republic Act No. 7796, with principal address at TESDA Complex, East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City, Metro Manila, Philippines, represented herein by its Director General, **SEC. ISIDRO S. LAPEÑA, PhD., CSEE**.

PETRON and the TESDA are hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

WITNESSETH: That -

WHEREAS, PETRON is a petroleum company that is also engaged in the business of marketing and distribution of petroleum products through, among others, the issuance of fleet cards;

WHEREAS, TESDA is the national government agency empowered under Republic Act No. 7796 to carry out and implement the government flagship programs in developing the country's middle level workforce through competent technical education and skills development training in order to make them highly effective and globally-competitive Filipino middle-level manpower;

WHEREAS, TESDA is in need of an efficient, reliable, continuous and steady supply of petroleum products such as gasoline, diesel, lubricants and minor services for its fleet of vehicles and other like equipment;

WHEREAS, PETRON can provide an efficient clearing, settlement and collection system for its client's fuel purchases through the use of fleet cards.

WHEREAS, TESDA through its Bids and Awards Committee (BAC) issued and posted an Invitation to Bid (ITB) in the websites of the Philippine Government Electronic Procurement System (PhilGEPS) and TESDA and posted the same at the bulletin board near TESDA Gate 1 on 12 September 2019 in compliance with pursuant to IV.E.2. of Annex "H" of the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, for the Procurement of Fuel and Lubricants (Gasoline and Diesel) through Fuel Card System for the TESDA Central Office Service Vehicles (Negotiated Procurement - Two Failed Biddings) with an Approved Budget for the Contract (ABC) of Six Hundred Two Thousand Pesos (P602,000.00);



WHEREAS, the BAC invited bidders to participate for the Procurement of Fuel and Lubricants (Gasoline and Diesel) through Fuel Card System for the TESDA Central Office Service Vehicles (Negotiated Procurement - Two Failed Biddings) namely Petron Corporation, Pilipinas Shell Petroleum Corp., and Chevron Asia. Only Petron Corporation submitted its quotation on 20 September 2019;

WHEREAS, upon careful examination of the quotation and other technical and financial documents submitted by PETRON, the bid offered by PETRON has satisfactorily complied with the requirements set forth by Republic Act No. 9184 and TESDA;

WHEREAS, the bid offer of PETRON has been determined as the Single Calculated and Responsive Quotation (SCRQ) for the Procurement of Fuel and Lubricants (Gasoline and Diesel) through Fuel Card System for the TESDA Central Office Service Vehicles (Negotiated Procurement - Two Failed Biddings);

WHEREAS, the recommendation and approval to award the contract in favor of PETRON was done in accordance with Bids and Awards Committee (BAC) Resolution No. 28-2019 issued on 31 October 2019 had been approved by the Director General;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions hereunder set forth, the Parties hereby mutually agree as follows:

1. This Agreement shall take effect upon signing thereof and shall continue until Approved Budget is consumed subject to government accounting and auditing rules and regulations unless the Parties or any of the Parties decide to terminate the Agreement before the term ends. In case of such termination, the Party initiating the termination shall notify the other Party at least thirty (30) calendar days from the date of the effectivity of termination without prejudice to the obligations already incurred. Specifically, activities that take time to finish and have already been commenced shall continue until conclusion with due consideration to the effectivity of the termination as herein contemplated.
2. The Parties agree that the following Annexes constitute integral parts of this Agreement:
 - (a) Annex 1: Application Form and Cardholder Information filled out and signed by the TESDA;
 - (b) Annex 2: Terms and Conditions Governing the Issuance and Use of the Petron Fleet Card; and
 - (c) Annex 3: Towing and Roadside Assistance Service Agreement with Ibero Asistencia.

The TESDA warrants that the information supplied in Annex 1 is true and accurate and may be relied upon for the purpose of processing the application under the Petron Fleet Card program. The TESDA further agrees with the entirety of the Terms and Conditions Governing the Issuance and Use of the Petron Fleet Card in ANNEX 2.

In case of conflict, discrepancy or inconsistency between the aforementioned Annexes and this Agreement, the latter shall prevail.

3. PETRON shall serve the TESDA through the Petron Fleet Cards issued to authorized persons and/or vehicles. The Petron Fleet Cards shall be used solely for purposes of purchasing fuels, lubes and/or services from participating Petron Service Stations.



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4. The TESDA shall be responsible for and shall ensure that the Petron Fleet Card transaction slip accurately reflects any and all purchases charged under the Petron Fleet Card. The TESDA may dispute the Petron Fleet Card transaction slip within fifteen (15) calendar days from receipt thereof by providing PETRON with a written notice of the disputed items together with supporting details. If no such notice of dispute with proper supporting details has been sent to PETRON within the foregoing period, the Petron Fleet Card transaction slip shall be deemed conclusive and binding upon the TESDA for all purposes of this Agreement.
 5. The TESDA shall also be responsible for safely retaining the Petron Fleet Card transaction slips. Any request for copies of the Petron Fleet Card transaction slips should be made within fifteen (15) calendar days from the date of the relevant transactions. Otherwise, the request shall no longer be accommodated by PETRON.
 6. The TESDA agrees to examine its statement of account and to report any discrepancy within ten (10) working days from receipt thereof. If no error is reported by the TESDA in writing within such period, the statement of account shall be considered as conclusively correct with respect to the TESDA.
 7. The TESDA shall be liable for the payment of all obligations or charges arising from the use of the Petron Fleet Card including those which are attributable to the fraudulent use of the Petron Fleet Card by its employees, agents and/or authorized representatives.
 8. The TESDA shall immediately report in writing to PETRON if any of its Petron Fleet Card is lost or stolen. The TESDA shall be liable for all purchases made prior to the receipt by PETRON of the written notification. Replacement fees plus VAT shall be charged for each damaged or lost Petron Fleet Card as follows:
 - a. Damaged Card P250.00
 - b. Lost Card P250.00
- The foregoing fees may be changed by PETRON by giving the TESDA a written notice thirty (30) days prior to the date of change.
9. For purposes of this Agreement, participating Petron Service Stations are those Petron Service Stations with a Petron Fleet Card point-of-sale terminal. A list of these service stations will be provided by PETRON to the TESDA. The said list may be changed by PETRON without prior notice to the TESDA. PETRON shall provide the TESDA an updated list of participating Petron Service Station from time to time or upon the TESDA's request.
 10. PETRON shall waive the one-time joining fee of Php5,000 and the first year membership fee of Php300 per card for all Petron Fleet Cards it issues to the TESDA. PETRON shall waive the membership fee for succeeding years provided that the TESDA's average monthly consumption for the immediately preceding year shall amount to a minimum of two hundred (200) liters per card taking into account all enrolled vehicles.
 11. PETRON shall charge a handling fee of 3.5% on the purchase of fuel.
 12. The purchases within a given billing cycle, irrespective of purchase date, shall fall due and be payable, without need of demand, thirty (30) calendar days after the end of the billing cycle. Applicable three percent (3%) per month late payment charge shall be imposed on any and all past due amount. Unless otherwise



subsequently instructed by PETRON, the TESDA shall make all payments for its Petron Fleet Card account through any Union Bank or Banco de Oro (BDO) Branch.

Billing cycle shall commence on the date after the signing of this Agreement by TESDA to the same day of the succeeding month. Card limits refresh on the first day of the billing cycle.

13. The TESDA agrees to pay in full all outstanding charges appearing on the monthly statement of account on or before the indicated payment due date. Should the due date for payment fall on a Saturday, Sunday or holiday, the payment due date automatically becomes the last working day before the said payment due date. Should any outstanding amount remain unpaid after the payment due date, PETRON may suspend, cancel or terminate the TESDA's Petron Fleet Cards and/or withdraw the privileges granted to the TESDA's card holders immediately. This shall be without prejudice to the other rights and remedies of PETRON under this Agreement or in law or equity.
14. The TESDA earns one (1) point for every P100.00 worth of purchases of PETRON fuels, lubes and/or services through its Petron Fleet Cards at any participating Petron Service Stations. Points may be redeemed for premium items as listed in PETRON's rewards catalogue provided that the TESDA is not in default at the time of redemption.
15. PETRON shall enroll all vehicles that the TESDA registers under the Petron Fleet Card program for free 24-hour towing and roadside assistance service. This privilege shall be subject to the terms and conditions governing the service agreement between PETRON and Ibero Asistencia, the service provider.
16. Any amendment to this Agreement shall be in writing and signed by both Parties.
17. The Parties agree that all the stipulations herein contained shall be deemed conditions as well as covenants and that if default or breach be made of any such covenants and conditions, then this Agreement may be terminated and cancelled by the non-defaulting Party upon written notice to the defaulting Party; provided, however, that except for non-payment default, no default shall be declared under this Agreement unless the Party in default has been given thirty (30) calendar days after written notice to cure such default or breach.
18. Any dispute, claim, controversy, or disagreement arising out of or in connection with this Agreement cannot be settled amicably within thirty (30) calendar days after written notice, shall be resolved or adjudicated in accordance with the provisions of Republic Act No. 876, otherwise known as "The Arbitration Law", as amended by Republic Act No. 9285, otherwise known as "Alternative Dispute Resolution Act of 2004".
19. Any dispute arising out of or in relation with this Agreement shall exclusively be brought before the courts of Mandaluyong City, to the exclusion of all other courts.
20. Both Parties may, subject to mutual agreement, extend this Agreement for a period as may be deemed appropriate in writing. However, such extension shall be subject to Republic Act No. 9184 and pertinent rules and regulations issued by the Government Procurement Policy Board (GPPB) on extension of contracts.



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IN WITNESS WHEREOF, the Parties have hereto signed this Agreement on the date and at the place mentioned in the acknowledgment.

PETRON CORPORATION

**TECHNICAL EDUCATION AND
SKILLS DEVELOPMENT
AUTHORITY**

By:

ARCHIE B. GUPALOR
Vice President - Retail Sales

By:

SEC. ISIDRO S. LAPENA, PhD., CSEE
Director General

SIGNED IN THE PRESENCE OF:

MARBELSON L. JIZ
Cards Business Group Manager

DIR. ADZHAR A. ALBANI, CESE
*Director IV
Administrative Service*

REPUBLIC OF THE PHILIPPINES)
TAGUIG CITY) ss.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in above jurisdiction, on 31 JAN 2020 personally appeared the following with their respective government issued identification cards, to wit:

Name	Competent Evidence of Identity	Date / Place of Issue
ARCHIE B. GUPALOR	Philippine Passport No. P1278162B	March 30, 2019/ DFA NCR East
SEC. ISIDRO S. LAPENA		

all known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement for Petron Fleet Card which consists of five (5) pages, including the acknowledgment pages, and signed at the left margin of each and every page by the parties executing this instrument and their witness. They acknowledged to me that their signatures on the instrument were freely and voluntarily affixed by them for purposes stated therein and that they were duly authorized by PETRON CORPORATION.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place above written.

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Book No. LXXV
Series of 2020

NOTARY PUBLIC

ATTY. ROBERTO P. FACINABAO
NOTARY PUBLIC for in Taguig City
Until December 31, 2020
IBP O.R. No. 094091 / 11-04-2019
PTR No. A-4760851 / 01-02-2020
MCLE Compliance No. V - 00274
IBP Roll No. 29548
LC / Bldg. Gen. Luna St., Tuktukan Taguig

