

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, **MAGNOLIA CECILIA D. UY**, and its manager – Cards Business Group, **ALVIN CHRISTOPHER J. BECINA**;

- and -

CITY GOVERNMENT OF PASIG ("CUSTOMER"), a local government unit organized and existing under the laws of the Philippines with office and principal place of business at Caruncho Ave., Brgy. San Nicolas, Pasig City, represented herein by its City Mayor, **HON. VICTOR MA. REGIS N. SOTTO**.

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

WITNESSETH: That -

WHEREAS, the CITY OF PASIG has a requirement for Fuel, Oil and Lubricants for the Use of City-Owned Motor Vehicles and Equipment (the "Goods") under ITB No. bac-23-0208d;

WHEREAS, the CITY OF PASIG conducted a public bidding in accordance with Republic Act 9184 (Government Procurement Reform Act) and its 2016 Implementing Rules and Regulations on 03 March 2023 for the procurement of the Goods;

WHEREAS, PETRON, a petroleum company engaged in the business of marketing and distribution of petroleum products through, among others, the issuance of fleet cards, submitted the lowest calculated and responsive bid for the Goods;

WHEREAS, the CITY OF PASIG has accepted the bid of PETRON, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions hereunder set forth, the Parties hereby mutually agree to the provision by PETRON to the CITY OF PASIG of the Goods as follows:

1. This Agreement shall be effective for two (2) years (CY2023-2024) upon receipt of Notice to Proceed (NTP), or until the Contract Price in the amount of Sixty Three Million Two Hundred Forty-Nine Thousand Pesos (PHP 63,249,000.00) is fully consumed, whichever comes first.
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 CUSTOMER;
 - (b) Annex 2: Terms and Conditions Governing the Issuance and Use of the Petron Fleet Card;
 - (c) Annex 3: Towing and Roadside Assistance Service Agreement with Ibero Asistencia;
 - (d) Annex 4: Contract Price and Schedule of Payments;
 - (e) Annex 5: General Conditions of Contract, as contained in the bidding documents;



- (f) Annex 6: Special Conditions of Contract, as contained in the bidding documents;
- (g) Annex 7: Schedule of Requirements;
- (h) Annex 8: Technical Specifications; and
- (i) Annex 9: Signed Technical and Financial Components of the Bid, respectively.

The CUSTOMER 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 CUSTOMER 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 CUSTOMER through the Petron Fleet Cards issued to authorized persons and/or vehicles. The Petron Fleet Cards shall be used solely for the purposes of purchasing fuels, lubes and/or services from participating Petron Service Stations. The estimated monthly volume and the cards to be delivered are as follows:

Estimated Monthly Volume	50,000 liters
Fleet Cards	680 Fleet Cards (combination of operator and vehicle)

The CUSTOMER may request additional Petron Fleet Cards upon submission of customer request form.

- 4. The CUSTOMER 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 CUSTOMER 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 CUSTOMER for all purposes of this Agreement.
- 5. The CUSTOMER 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. PETRON shall furnish the CUSTOMER with a copy of its statement of account after the end of each billing cycle. The CUSTOMER 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 CUSTOMER in writing within such period, the statement of account shall be considered as conclusively correct with respect to the CUSTOMER.
- 7. The CUSTOMER 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 CUSTOMER shall immediately report in writing to PETRON if any of its Petron Fleet Cards are lost or stolen. The CUSTOMER 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 Php250.00
- b. Lost Card Php250.00



The foregoing fees may be changed by PETRON by giving the CUSTOMER 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 CUSTOMER. The said list may be changed by PETRON without prior notice to the CUSTOMER. PETRON shall provide the CUSTOMER an updated list of participating Petron Service Station from time to time or upon the CUSTOMER's request.
10. PETRON shall waive the one-time joining fee of Php5,000.00 and the first-year membership fee of Php300.00 per card for all Petron Fleet Cards it issues to the CUSTOMER. PETRON shall waive the membership fee for succeeding years provided that the CUSTOMER'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. 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 CUSTOMER shall make all payments for its Petron Fleet Card account through any Union Bank or Banco de Oro (BDO) Branch. PETRON shall furnish the CUSTOMER with a copy of the official receipt.

The billing cycle starts every 1st of the month and ends every last day of the same month. Card limits refresh on the first day of the billing cycle.
12. The CUSTOMER 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 CUSTOMER's Petron Fleet Cards and/or withdraw the privileges granted to the CUSTOMER'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.
13. The CUSTOMER 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 CUSTOMER is not in default at the time of redemption.
14. PETRON shall enroll all vehicles that the CUSTOMER 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.
15. The CUSTOMER acknowledges that PETRON and its subsidiaries and affiliates have a Data Privacy Statement, pursuant to Republic Act No. 10173 or the Data Privacy Act of 2012 and its implementing rules and regulations and the issuances of the National Privacy Commission ("Privacy Laws"). The CUSTOMER has read, understood and hereby agree to the Data Privacy Statement of PETRON and its subsidiaries and affiliates ("Privacy Statement"), a copy of which had been provided to the CUSTOMER.



16. The CUSTOMER recognizes that it may have provided Personal Information and Sensitive Personal Information (collectively “Personal Data”), as defined under the Privacy Laws, to PETRON, or PETRON may have obtained Personal Data in relation to the products and services availed from and through PETRON. The CUSTOMER further acknowledges that PETRON shall be collecting, using, sharing, disclosing, transferring, retaining and disposing of such Personal Data (collectively “Processing”) in relation to the products and services availed from and through PETRON, and that PETRON may incur additional risks in relation to the same. In view of the foregoing, the CUSTOMER acknowledges and confirms, as follows:
- (a) In the event that any Personal Data shall be disclosed in relation to this Agreement, the CUSTOMER warrants and shall ensure that the required consents under the Privacy Laws have been obtained from the relevant Data Subjects (as defined under the Privacy Laws). The CUSTOMER (or the Data Subject, as relevant) consents to the Processing of such Personal Data by, in relation to the products and services availed from and through, PETRON, subject to compliance with applicable laws and regulations, and in accordance with the Privacy Statement.
 - (b) The CUSTOMER agrees that in relation to the products and services availed from and through PETRON, PETRON shall only be responsible for relaying to the CUSTOMER any notices or disclosures required by the law and such will constitute sufficient compliance by, in relation to the products and services availed from and through, PETRON to the CUSTOMER. The CUSTOMER acknowledges and confirms that withdrawal or withholding of its consent may restrict the effective execution by in relation to the products and services availed from and through PETRON. The CUSTOMER also undertakes to immediately inform PETRON in relation to the products and services availed from and through PETRON of any changes in the Personal Data that have been provided to PETRON.
 - (c) The CUSTOMER shall comply with the applicable provisions of the Privacy Laws, and shall be responsible for such compliance.
17. The Parties warrant and undertake, for themselves and their respective employees, officers and representatives that:
- (a) They have not given or promised to give any sum of money or gift to the other Party’s officers, employees, agents or representatives for this Agreement;
 - (b) They have not exerted any unlawful or undue influence to solicit or secure the award of the Agreement and all transactions appurtenant thereto, through an agreement to pay a commission, percentage or contingent fee to any of the other Party’s officers, employees, agents or representatives;
 - (c) They shall immediately notify the other Party of any solicitation made by the latter’s officers, employees, agents or representatives in exchange for any business advantage or benefit in any dealing with the latter; and
 - (d) They or their respective officials or representatives shall not give or promise any such money or gift to any person or exert or utilize such unlawful influence during the effectivity of this Agreement, for the purpose of unlawfully and/or unduly influencing any decision regarding this Agreement or to secure or solicit any extension thereof.

It is hereby agreed that breach of any of the warranties herein provided shall be a sufficient ground for either Party to cancel immediately this Agreement through notice. The termination shall be without prejudice to any other rights or remedies available to the Parties under the law.

18. Any amendment to this Agreement shall be in writing and signed by both Parties.
19. This Agreement and all the rights and interests herein may not be assigned or subcontracted to another without the consent of the other Party, except in the case of PETRON, in the event of an assignment to an affiliate.



20. It is understood that all terms and conditions provided in the Bidding Documents shall form an integral part of the contract.
21. 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.

Any dispute arising out of or in relation with this Agreement shall exclusively be brought before the proper courts of Mandaluyong City, to the exclusion of all other courts.

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


PETRON CORPORATION

CITY GOVERNMENT OF PASIG

By:



MAGNOLIA CECILIA D. UY
Vice President – Retail Sales

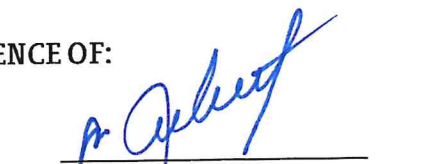
By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor

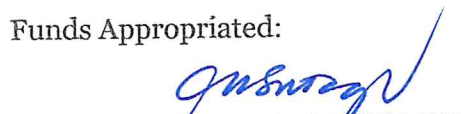

ALVIN CHRISTOPHER J. BECINA
Manager – Cards Business Group

SIGNED IN THE PRESENCE OF:



RYAN JOSEPH A. VILLAR
Area Sales Executive


RUTH F. ROMANO
OIC – Office of the General Services

Funds Appropriated:

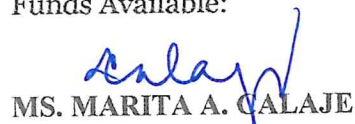

MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office

Funds Obligated:


MS. JUVY A. CUENCO
City Accountant
100-5029-07-0367-106/



Funds Available:


MS. MARITA A. CALAJE
City Treasurer

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) ss.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in above jurisdiction, on APR 28 2023 personally appeared the following with their respective government issued identification cards, to wit:

Name	Competent Evidence of Identity	Date / Place of Issue
HON. VICTOR MA. REGIS N. SOTTO		
MAGNOLIA CECILIA D. UY	P01787410C	MAY 20, 2032 / DFA MANILA
ALVIN CHRISTOPHER J. BECINA	P8330141B	NOV. 26, 2031 / DFA MANILA

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 ___ () pages, including the acknowledgment pages, and signed 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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Page No. 30
Book No. N;
Series of 2023

NOTARY PUBLIC

Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C.
IBP No. 167803 / November 25, 2021 Q.C.
Roll No. 30137 / 05-09-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754



REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) ss.

ACKNOWLEDGMENT

APR 28 2023

BEFORE ME a Notary Public for and in the above jurisdiction, on _____, personally appeared _____, with _____ issued at _____ on _____; known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed. Further, he acknowledged to me that he was duly authorized by _____.

This instrument, which refers to the Memorandum of Agreement for Petron Fleet Card which consists of _____ (____) pages, including acknowledgment pages, has been signed by the party and his instrumental witness on each and every page hereof.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date and at the place above written.

Doc. No. 107;
Page No. 32;
Book No. IX;
Series of 2020

C. Villareña Notary Public
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C.
IBP No. 167803 / November 25, 2021 Q.C.
Roll No. 30457 / 05-09-1980
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