



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL MEAT INSPECTION SERVICE
No.4 Visayas Avenue, Brgy. Vasra, Quezon City
Tel. No: 8-924-7980
www.nmis.gov.ph | nmis@nmis.gov.ph

NOTICE OF AWARD

January 25, 2024

**MR. ALVIN CHRISTOPHER J. BECINA/
MS. MAGNOLIA CECILIA D. UY**
Authorized Representatives
Petron Corporation
San Miguel Corporation Head Office Complex,
40 San Miguel Avenue, Mandaluyong City

Dear **Mr. Becina/Ms. Uy**:

This is to inform you that your company was awarded the contract as the lowest calculated and responsive bid during the bidding for **Fuel, Oil, Lubricant, and Service (through the fleet card) for CY 2024** with a total amount of **Eleven Million Two Hundred Eighty-One Thousand Five Hundred Sixty-Two Pesos & Ninety-Two Centavos (Php 11,281562.92)**.

You are therefore required, within **ten (10) calendar days from receipt of this Notice of Award**, to post the **Performance Security** in the form and amount shown in the table below pursuant to Sec. 39.2 of the 2016 Revised IRR of R.A. 9184.


The Performance Security shall be in the form of a Notarized Performance Securing Declaration, or any of the following forms:	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

Failure to provide the **Performance Security** shall constitute sufficient grounds for the cancellation of this award.

Thank you and congratulations!

Very truly yours,


DR. CLARITA M. SANGCAL
Executive Director

Conforme: 
Alvin Christopher J. Becina
(Name of Representative of Bidder)
Petron Corporation

Date: January 29, 2024


Magnolia Cecilia D. Uy

"Safe Meat For All"
NMIS is ISO 9001:2015 Certified



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BIDS AND AWARDS COMMITTEE (BAC)
 RESOLUTION No. **PB-2024-01-01**

WHEREAS, the **National Meat Inspection Service** advertised the Invitation to Bid for the procurement of **fuel, oil, lubricant, and service (through the fleet card) for CY 2024**, which was posted on the NMIS and PhilGEPS websites and in a conspicuous place in the premises of the NMIS on November 24, 2023, with a total approved budget for the contract (ABC) amounting to **Eleven Million Five Hundred Twenty-Nine Thousand Pesos (Php 11,529,000.00)** under the GAA 2024 fund;

WHEREAS, the deadline for submission of bid/quotation was on December 18, 2023 (Monday) at 10:20 a.m.;

WHEREAS, in response to the aforementioned advertisements, only one (1) bidder purchased the bid documents;

WHEREAS, during the opening of bids December 18, 2023 (Monday) at 10:30 a.m. at the NMIS Conference Room, only one (1) bidder, **Petron Corporation** submitted the bid proposal for the procurement of **fuel, oil, lubricant, and service (through the fleet card) for CY 2024**;

WHEREAS, the BAC proceeded to open the eligibility and technical documents of **Petron Corporation**, its itemized content was read as shown through a multimedia projector and found to have **PASSED** the “pass or fail” criteria as specified in the bid documents; and was declared **“ELIGIBLE”**;

WHEREAS, the BAC proceeded to open the financial documents of **Petron Corporation**, the financial proposal was opened and read as shown through a multimedia projector;

WHEREAS, the following is the bid amount submitted by the participating bidders based on the financial proposal of the bid;

BIDDER	AMOUNT OF THE BID AS READ
Petron Corporation	Php 11,281562.92

WHEREAS, upon detailed evaluation of financial proposals, **Petron Corporation** was identified as the single calculated bid. Consequently, the NMIS-BAC instructed the TWG to assist in further evaluating the bid submitted by **Petron Corporation**. Attached is the Abstract of Bids.

WHEREAS, after the conduct of a post-qualification assessment, the Technical Working Group found the bid of **Petron Corporation** to be responsive and most advantageous to the government. Attached is the TWG Evaluation Report;

WHEREAS, the BAC/TWG conducted validation/verification of all the requirements submitted by the bidder, and thereby certifies its authenticity;

WHEREAS, premises considered, the Bids and Awards Committee hereby resolve as it hereby resolved to recommend the award of the contract to **Petron Corporation** for having been

submitted as the single calculated and responsive bid in the amount of **Eleven Million Two Hundred Eighty-One Thousand Five Hundred Sixty-Two Pesos & Ninety-Two Centavos (Php 11,281562.92)**.

Done this **22nd** day of **January 2024** in National Meat Inspection Service, #4 Visayas Avenue, Brgy. Vasra, Quezon City.

(took no part)

DR. RONA REGINA I. REYES

BAC Chairperson


DR. VENUS G. GARCIA

BAC Vice-Chairperson


MS. RAISSER KIM S. VILLAR

BAC Member


MS. MARILYN D. BITONG

BAC Member


MS. MARIANNE JANE V. REPASO

BAC Member


MR. LAMBERTO B. DELA CRUZ JR.

Provisional Member


ENGR. JONAZYL R. JUMANTOC

Alternate BAC Member

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-

The **NATIONAL MEAT INSPECTION SERVICE ("CUSTOMER")**, a government institution duly organized and existing under the laws of the Philippines with office and principal place of business at No. 4 Visayas Avenue, Brgy. Vasra, Quezon City represented herein by its Executive Director, **DR. CLARITA M. SANGCAL**;

(PETRON and the CUSTOMER 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 engage in the business of marketing and distribution of petroleum products through among others, the issuance of fleet cards;

WHEREAS, the CUSTOMER is a specialized regulatory agency of the Department of Agriculture and the country's sole national controlling authority on all matters pertaining to meat inspection and hygiene;

WHEREAS, the CUSTOMER 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, the CUSTOMER has invited bids for the Procurement of Fuel, Oil, Lubricant and Service (through Fleet Card) for CY 2024 ("Project") which has an approved budget of **Eleven Million Two Hundred Eighty-One Thousand Five Hundred Sixty-Two Pesos & Ninety- Two Centavos (Php 11, 281,562.92) ("Contract Price")**;

WHEREAS, PETRON is desirous to provide the fuel and service needs of the CUSTOMER by providing an efficient clearing, settlement and collection system for its clients' fuel purchases through the use of fleet cards and submitted its bid for the Project;

WHEREAS, after conduct of bidding, PETRON was awarded a contract for the Project;

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 be effective from **January 01, 2024 to December 31, 2024**, until the Contract Price has been fully consumed, whichever comes first

DR. CLARITA M. SANGCAL
Executive Director

MAGNOLIA CECILIA D. UY
Vice President – Retail Sales

R. LAMBERTO B. DELA CRUZ JR.
Chief Administrative Officer

ALVIN CHRISTOPHER J. BECINA
Manager-Cards Business Group



("Term").

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; and
- (c) ANNEX 3: Towing and Roadside Assistance Service Agreement with PETRON's towing and roadside assistance service provider.

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. The Parties agree that the cash bond posted by the CUSTOMER pursuant to their Cash Bond Agreement dated July 25, 2023 shall stand as security for the timely payment and settlement by the CUSTOMER of all its accounts, indebtedness and other obligations to PETRON ("CASH BOND").

In the event of any breach by the CUSTOMER of any of its obligations under this Agreement, PETRON may, at its sole discretion, immediately proceed against the Cash Bond.

PETRON shall retain the Cash Bond during the effectivity of this Agreement and the Cash Bond shall be returned to the CUSTOMER within thirty (30) days after the termination of this Agreement, provided that the CUSTOMER has fully liquidated and paid all its accounts, indebtedness and other obligations to PETRON and has satisfactorily complied with all its undertakings.

An additional Cash Bond shall be posted by the CUSTOMER to cover any increase in the credit extended to the CUSTOMER or in case of extensions of this Agreement. Further, PETRON reserves the right to demand for an additional cash bond, at its sole and absolute discretion, in the event that the Cash Bond is proceeded against under this Agreement, or when PETRON determines that the Cash Bond has become insufficient or inadequate. Any additional cash bond thus posted shall be retained by PETRON under the same terms and conditions as the Cash Bond.

Subject to PETRON's evaluation of the CUSTOMER's outstanding obligations prior to the expiration of the Term and the conditions or limits PETRON may reasonably impose, upon the CUSTOMER's request, the payments for the last month's/s' Term may be applied directly against the Cash Bond.

DR. CIARITA M. SANGAL

Executive Director

MAGNOLIA CECILIA D. UV

Vice President - Retail Sales

MR. LAMBERTO B. DELA CRUZ JR.

Chief Administrative Officer

ALVIN CHRISTOPHER J. BECINA

Manager-Cards Business Group



4. 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 purposes of purchasing fuels, lubes and/or services from participating Petron Service Stations.
5. 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 aforementioned period, the Petron Fleet Card transaction slip shall be deemed conclusive and binding upon the CUSTOMER for all purposes of this Agreement.
6. 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.
7. 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.
8. 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.
9. The CUSTOMER shall immediately report in writing to PETRON if any of its Petron Fleet Card is 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 P250.00
 - b. Lost Card P400.00
10. The foregoing fees may be changed by PETRON by giving the CUSTOMER a written notice thirty (30) days prior to the date of change.
10. 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.
11. 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 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.

DR. CLARITA M. SANGCAL

Executive Director

MAGNOLIA CECILIA D. UV

Vice President - Retail Sales

MR. LAMBERTO B. DELA CRUZ JR.

Chief Administrative Officer

ALVIN CHRISTOPHER J. BECINA

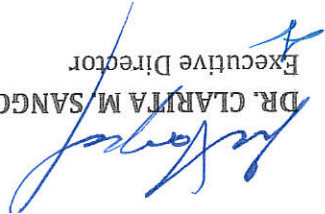
Manager-Cards Business Group



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 CUSTOMER shall make all payments for its Petron Fleet Card account through a Union Bank or Banco de Oro (BDO) Branch.

DR. CLARITA M. SANGCAL

Executive Director

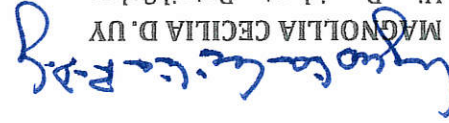


Billing cycle will be from the 1st day of the month to the last day of the month. Card limits refresh on the first day of the billing cycle.

13. 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.

MAGNOLIA CECILIA D. UV

Vice President - Retail Sales



14. PETRON shall charge a handling fee of 3.5% on the purchase of fuel and lubricants.

15. 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.

MR. LAMBERTO B. DELA CRUZ JR.

Chief Administrative Officer



16. 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 its towing and roadside assistance service provider, an updated copy of which shall be provided to the CUSTOMER.

17. 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.

18. 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:

ALVIN CHRISTOPHER J. BECINA

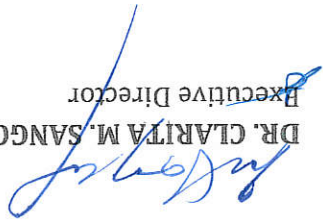
Manager-Cards Business Group



(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

DR. CLARITA M. SANGCAL

Executive Director



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.

19. The CUSTOMER warrants and undertakes, for itself and its employees, officers and representatives that:

(a) It has not given or promised to give any sum of money or gift to any of PETRON's officers, employees, agents or representatives for this Agreement;

MR. LAMBERTO B. DELA CRUZ JR.

Chief Administrative Officer



(b) It has 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 PETRON's officers, employees, agents or representatives;

(c) It shall immediately notify PETRON of any solicitation made by PETRON's officers, employees, agents or representatives in exchange for any business advantage or benefit in any dealing with PETRON; and

(d) It or its 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 PETRON to cancel immediately this Agreement through notice. The termination shall be without prejudice to any other rights or remedies available to PETRON under the law.

ALVIN CHRISTOPHER J. BECINA

Manager-Cards Business Group



20. Any amendment to this Agreement shall be in writing and signed by both parties.

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.

22. 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.

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

**NATIONAL MEAT INSPECTION
SERVICE**


By:


DR. CLARITA M. SANGCAL
Executive Director

PETRON CORPORATION


By:


MAGNOLIA CECILIA D. UY
Vice President – Retail Sales


ALVIN CHRISTOPHER J. BECINA
Manager-Cards Business Group

SIGNED IN THE PRESENCE OF:


LAMBERTO B. DELA CRUZ, JR.
Chief Administrative Officer


PATRICIA SELINA R. PANLILIO
Area Sales Manager - Cards
Business Group

CERTIFIED FUNDS AVAILABLE:


ALYZA JANE D. VILLAMARZO-CARBUNGCO
Account III 



ACKNOWLEDGMENT

Republic of the Philippines)
) S.S

DR. CLARITA M. SANGCAL
Executive Director

BEFORE ME, a Notary Public for and in _____ personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/PLACE ISSUED
DR. CLARITA M. SANGCAL	Passport P6493482B	<u>March 16, 2021 / DFA NCR North East</u>
MAGNOLIA CECILIA D. UY	Passport P0178740C	<u>May 21, 2022 / DFA Manila</u>
ALVIN CHRISTOPHER J. BECINA	Passport P8330141b	<u>November 29, 2021 / DFA Manila</u>

Known to me and to me known to be the same persons who signed and executed the foregoing Contract and Acknowledgment to me that the same are their individual acts and deeds and that of the entities which they respectively represent.

This instrument is a CONTRACT OF SERVICE consisting of seven (7) pages, including the page wherein the Acknowledgment is written, all pages are signed by the parties and their instrumental witnesses and sealed with my notarial seal.

APR 23 2024

WITNESS MY HAND AND NOTARIAL SEAL this _____ day of _____ 2024 at Quezon City, Philippines.

MR. LAMBERTO B. DELA CRUZ JR.
Chief Administrative Officer

[Signature]

ATTY. FELIZARDO M. IBARRA
Notary Public for Q.C. / Until Dec. 31, 2024

NOTARY PUBLIC
PTR No. 54523394 D/Jan. 02, 2024/Q.C.
IBP No. 254794(2022-2024)/Q.C.
MCLE Comp. No. VIII- 0000973(04/15/2022-04/14/2025)
Admin. Matter No. NP-223(2023-2024)
Quirino Highway, Brgy. Kaligayahan Q.C.

Doc. No. 166
Page No. 3/11
Book No. XXXI
Series of 2024.



ALVIN CHRISTOPHER J. BECINA
Manager-Cards Business Group

[Signature]



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NATIONAL MEAT INSPECTION SERVICE
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Tel. No: 8-924-7980
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NOTICE TO PROCEED

20 February 2024

MS. MAGNOLIA CECILIA D. UY
Authorized Representatives
PETRON CORPORATION
San Miguel Head Office Complex,
40 San Miguel Avenue, Mandaluyong City

Dear **Ms. Uy**:

This notice is hereby given to **PETRON CORPORATION** that work may commence on the *Project: Fuel, Oil, Lubricant, and Service (thru the Fleet Card) from January 01, 2024 to December 31, 2024.*

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions agreed and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the National Meat Inspection Service.

Very truly yours,


DR. CLARITA M. SANGCAL
Executive Director

Conforme:


Alvin Christopher J. Becina


Magnolia Cecilia D. Uy

(Name and signature of Representative of Bidder)
PETRON CORPORATION

Date: May 8, 2024

"Safe Meat For All"
NMIS is ISO 9001:2015 Certified