

2023 TERMS OF REFERENCE (REVISED)

PROCUREMENT OF A FLEET CARD SYSTEM FOR THE PROVISION OF FUEL, OIL/LUBRICANTS AND OTHER FUEL-RELATED PRODUCTS AND SERVICES FOR THE SERVICE MOTOR VEHICLES AND OTHER EQUIPMENT OF THE QUEZON CITY GOVERNMENT

I. RATIONALE

The aim of the Fleet Card System is to have an effective, reliable and continuous supply of fuels (gasoline and diesel) and other fuel-related products and services for the motor vehicle fleet and necessary light/heavy equipment of the Quezon City Government.

II. PROJECT OBJECTIVE AND DESCRIPTION

1. To adopt fleet card management by a service provider in fuel allocation, consumption and management;
2. To utilize the fleet card system for easy monitoring of fuel consumptions through a fleet card's tamper-proof and cashless transaction feature and its accompanying assigned product restrictions and purchase limits.

III. PROJECT STANDARD AND REQUIREMENTS

1. Fuels to be supplied must conform to the Philippine National Standards on Fuel; i.e. Philippine National Standard 1131, with Research Octane Number (RON) of 93 minimum for gasoline; and Philippine National Standard 20 grade Automotive Diesel Oil (ADO) for diesel.
2. Fuels consumed are understood to be purchased by the city government at pump prices.
3. The fleet cards must have micro-chip-based technology with the following basic control and security features:
 - Product restrictions
 - Purchase limits
 - Vehicle-specific ("one card-one vehicle")
 - Protection from duplication and hacking
 - Deactivation and/or cancellation of card in case of loss upon report to the service provider's hotline/email address
4. The Service Provider must:
 - Issue to the city government application forms and other relevant information to be filled out and signed by its customers. Terms and Conditions governing the issuance and use of the fleet card shall be an integral part of the agreement.
 - Provide a listing of gasoline service stations available with a minimum of two hundred (200) in the National Capital Region and fifty (50) in Quezon City, with a fleet card Point-of-Sale terminal.
 - Assure the city government of high-quality products and excellent services guaranteed by a Statement or Certification from the service provider that its products comply and/or conform with existing Philippine National Standards for gasoline, diesel and other fuel-related products of the Department of Energy and with other issuances/guidelines by other relevant national government agencies.

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- Reserve fuel for local government operation in the event of fuel shortage and if the interest of the city government is at stake.
 - Be able to provide fleet cards and labor-related services in its various service stations to the vehicles/equipment of the City Government.
 - Be flexible enough in setting the monthly limits, either in pesos or in liters.
 - Issue within fifteen (15) calendar days fleet cards which needs replacement upon request of the City Government and upon confirmation thereof.
 - Have a single invoice system for the City's monthly purchases for administrative expediency.
 - Submit the monthly billing statement and detailed transaction report for all City Government vehicles/equipment within 5 working days from the monthly cut-off.
 - Waive the one-time joining fee and annual membership fee for each fleet card that will be issued and enrolled.
 - In case of doubt on the authenticity of a fleet card, it may reserve its right to refuse provision of fuel, and in such case, it must also inform the City Government immediately.
 - Provide under the fleet card program, whenever required, a 24-hour free towing and roadside privilege service.
 - Provide discount on fuel price, if there be any, in the form of direct reduction on the current market price, whether in percentage or fixed peso amount basis, and the discount shall be applied throughout the duration of the contract.
 - Provide a discount to at least 10% on labor costs on at least one (1) designated service station in Quezon City.
 - Have a web-based portal that may be accessed by the Office of the City Administrator to monitor and print reports on fuel consumption of the city's service vehicles and/or equipment.
 - Ensure that no fleet card transaction is affected while the gas station's POS' terminal or internet network or server connection is on downtime or offline.
 - Have an Environmental Sustainability Program or any similar program relating to environmental protection as part of its corporate social responsibility (examples: reduction in carbon footprint, environmental advocacy, pollution prevention and control, responsible waste management, etc.).
5. Issuance and submission of application forms and release of cards will be handled by the Office of the City Administrator.
 6. Release of fleet card/s will be given to an accountable officer (e.g. Administrative Officer or Supply/Property Officer) of the end-user-department/office and as such he/she will have the full control and responsibility to the fleet card/s for security measures.
 7. Only the authorized personnel/driver of the service vehicle/equipment assigned shall have the right to use its own respective fleet card.

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IV. PROJECT DURATION

The duration of the contract shall be for ten (10) months. Within the ten (10) months period, each participating office should have a five (5) months maintenance schedule period in availing change oil, tune-up and other maintenance services offered in the service provider's gas station.

V. APPROVED BUDGET FOR THE CONTRACT

Source of Fund: General Fund

Approved Budget for the Contract: Two Hundred Forty-Nine Million Five Hundred Fifty Thousand Two Hundred Seventy-Three Pesos

(Php249,550,273.00)

(Inclusive of lubricants and other related maintenance services within a 5-month maintenance period, as follows: For gasoline – maximum of P3,000.00/unit within the 5 months period; For diesel – maximum of P4,000.00/unit within the 5 months period)

VI. BASIS OF PAYMENT

1. To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing contract.
2. After each billing cut-off, the City Government is given forty-five (45) calendar days to settle its monthly obligations. Receipt of the Billing/Statement of Account shall be at the Office of the City Administrator. The corresponding interest/penalty for the late payment shall be charged accordingly.

VII. PENALTIES FOR BREACH OF CONTRACT

Failure to deliver the services according to the standards and requirements set by the City Government shall constitute an offense and shall subject the contract to applicable provisions of Republic Act 9184 and its Revised Implementing Rules and Regulations.

VIII. CANCELLATION OR TERMINATION OF CONTRACT

Should there be any dispute, controversy or difference between the parties arising out of this TOR, the parties herein shall exert efforts to amicably settle such dispute or difference. However, if any dispute, controversy or difference cannot be resolved by them amicably to the mutual satisfaction of the parties, then the matter may be


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submitted for arbitration in accordance with existing laws, without prejudice for the aggrieved party to seek redress before a court competent jurisdiction.

The guidelines contained in RA 9184 and its Revised IRR shall be followed in the termination of any service contract. In the event the City Government terminates the contract due to default insolvency, or for cause, it may enter into negotiated procurement pursuant to Section 53(d) of RA 9184 and its Revised IRR.

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