

Terms of Reference and Conditions

I. TITLE

Procurement of Fuel through Fuel/Fleet Card Service for BSWM RP vehicles.

II. RATIONALE

The aim of the Fleet Card System is to have an effective, reliable and continuous supply of fuels (gasoline and diesel) and other related services for the vehicle fleet of BSWM.

III. PROJECT OBJECTIVES AND DESCRIPTION

To utilize the fleet card system for easy monitoring vehicle fuel consumptions through a Fleet card's tamper-proof and cashless transaction feature and its accompanying assigned product restrictions and purchase limits.

IV. APPROVED BUDGET FOR THE CONTRACT COST

The total approved budget for the contract (“ABC”) for this procurement is **One Million Four Hundred Thirty-One Thousand Three Hundred Twenty-Four Pesos (Php 1,431,324.00)**. Total ABC shall cover fuel consumption for CY 2022 for the following RP vehicles:

Vehicle / Plate #	Fuel Type
Toyota Hi-Lux P4-B190	Diesel
Toyota HI-Ace A7-V215	Diesel
Toyota Hi-Ace A8 G151	Diesel
Toyota Innova SLC-802	Diesel
Toyota Innova SKP-589	Diesel
Toyota Innova SLA-624	Diesel
Toyota Hi-Lux SGG-904	Diesel
Nissan Navara OY-8637	Diesel
Nissan Urvan OY-5623	Diesel
Mitsubishi Strada 131204	Diesel
Mitsubishi L200 SDJ-811	Diesel
Honda CRV SHX-873	Gas
Toyota Hilux SKE 649	Diesel
Toyota Hilux SKE 648	Diesel
Toyota Hilux SLC 806	Diesel

V. CONTRACT DURATION AND REQUIREMENTS

The Contract shall be for a period of ten (10) months (March to December 2022).

VI. REQUIREMENTS

- A. The Contractor/Supplier must comply with the **minimum number** of service station branches:
 - a) 50 service stations within Metro Manila
 - b) 1 service station within Bukidnon province
 - c) 200 service stations within Luzon outside of Metro Manila
 - d) 10 service station within Visayas
 - e) 50 service station within Mindanao outside of Bukidnon
- B. The Contractor/Supplier must have a web-based program/application for data tracking or monitoring, which reflect the monthly purchases of BSWM service vehicles;
- D. The Contractor/Supplier must provide BSWM with a vehicle specific fuel card containing the following information, among others:
 - a) Card number;
 - b) Office name;
 - c) Vehicle details (type of vehicle and plate number);
 - d) Product restriction (type of fuel, other services, allocation and frequency of service);
 - e) Expiry date.
- E. Only the vehicles indicated in fuel/fleet card shall be allowed to avail of the fuel within the limitations categorically stated therein.
- F. Service stations of the Contractor/Supplier shall issue transaction slips reflecting the odometer and fuel allocation balance every time fuel is availed;
- G. There should be 24/7 availability in the provision of fuel requirements by the Contractor/Supplier's fuel stations, within the duration of the Contract.
- F. Supplier shall submit an updated monthly list of stations which has an available fleet cardservice.

VII. SCOPE OF SERVICE AND DELIVERABLES

The following shall be the scope of services to be delivered by the Contractor/Supplier:

- A. Provide or dispense fuel products to BSWM vehicles with Fuel Cards indicating the information prescribed in the item Section VII. B
- B. Within seven (7) calendar days upon issuance of Notice to Proceed, the Contractor/Supplier shall provide BSWM with a vehicle specific fuel card containing below information:
 - a) Card number;
 - b) Agency name;

- c) Vehicle details (type of vehicle and plate number);
 - d) Product restriction (type of fuel, other services, allocation and frequency of service), and;
 - e) Expiry date.
- C. Within seven (7) calendar days upon issuance of Notice to Proceed, the Contractor/Supplier shall provide web-based program/application account for data tracking or monitoring, which reflect the monthly purchases of BSWM service vehicles.
- D. Availability and replenishment of fuel in the first calendar day of every month for the entire contract duration is based on the monthly history consumption of gas/diesel attached to this TOR.
- E. Ensure that monthly statements of account are consistent with the transaction slips issued by stations and applying to the total bill the discount offered per supplier's bid.

VIII. CONTRACT PRICE CEILING

The contract price ceiling shall not exceed the Approved Budget for the Contract in the amount of One Million Four Hundred Thirty-One Thousand Three Hundred Twenty-Four Pesos (Php 1,431,324.00). inclusive of all applicable taxes.

IX. PAYMENT SCHEME / TERMS OF PAYMENT

Payment shall be computed at actual consumption based on prevailing pump prices less applicable discounts.

The Contractor/Supplier shall provide monthly statement of account or Billing Statement as basis for the payment of actual consumption per billing cycle. In case the Fuel Card is damaged, lost or stolen, BSWM will be charged the following replacement fees:

- a. Damaged Card – P250.00 (maximum charge)
- b. Lost Card – P250.00 (maximum charge)

X. LIQUIDATED DAMAGES

In case of Supplier's delays in the delivery of goods and/or performance of services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative number of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, and impose appropriate sanctions over and above the liquidated damages to be paid