

PROJECT: FLEET CARD PROGRAM FOR FUELS FOR THE MAIN OFFICE SERVICE VEHICLES (4th ADVERTISEMENT)

WRITTEN QUERIES:

	Query/Clarifications	TWG/BAC Reply
1.	<p>Section IV. General Conditions of Contract. Item 5.1 Warranty</p> <p>“In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.”</p> <p>We request exemption from the issuance of a warranty since fleet card are used to withdraw fuel from the pump of the fleet-card affiliated service stations and directly loaded to the vehicle’s fuel tank for immediate consumption upon start of the engine of the vehicle. Hence, the warranty should not be applicable to fleet cards.</p>	<p>This provision is not applicable for the procurement of fuel.</p>
2.	<p>Section V. Special Conditions of Contract. GCC Clause 1. Scope of Services. Item 2.i</p> <p>“Have a wide service station network and that all of its fleet card sites nationwide are available at all times to provide fuel to SSS NCR Operations Group’s service vehicles following the terms and conditions set in the Bid Contract.”</p> <p>We would like to manifest that not all fleet-affiliated Petron service stations are open 24 hours due to operational concerns and LGU restrictions.</p>	<p>This amends the Section V. Special Conditions of Contract, GCC Clause 1, Scope of Services, item 2.1 “Have a wide service station network and that all of its fleet card sites nationwide as much as possible available at all times to provide fuel to SSS NCR Operations Group’s service vehicles following the terms and conditions set in the Bid Contract.”</p>
3.	<p>Section V. Special Conditions of Contract. GCC Clause 1. Scope of Services. Item 5</p> <p>“The FCSP shall be responsible in dispensing and making available at all time and at all fleet card stations/sites for the duration of the Contract, under the terms and conditions most advantageous to the SSS NCR Operations Group.”</p> <p>As mentioned above, not all fleet-affiliated Petron service stations are open 24 hours due to operational concerns and LGU restrictions.</p>	<p>This amends the Section V. Special Conditions of Contract, GCC Clause 1, Scope of Services, item 5 “The FCSP shall be responsible in dispensing and making available as much as possible at all fleet card stations/sites for the duration of the Contract, under the terms and conditions most advantageous to the SSS.”</p>

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4.	<p>Section V. Special Conditions of Contract. GCC Clause 1. Responsibilities of Fleet Card Service Provider. Item 8</p> <p>“Replacement of dilapidated/worn-out fleet cards shall be within seven (7) calendar days from receipt of report/request.”</p> <p>May we respectfully request to amend said item to: <i>“Replacement of dilapidated/worn-out fleet cards shall be within seven (7) working days from receipt of report/request”</i> to provide ample time for card info validation, actual card production, and quality assurance checking.</p>	<p>This amends the Section V. Special Conditions of Contract, GCC Clause 1, Responsibilities of Fleet Card Service Provider, item 8 “Replacement of dilapidated/worn-out fleet cards shall be within seven (7) working days from receipt of report/request.”</p>
5.	<p>Section V. Special Conditions of Contract. GCC Clause 2.</p> <p>“The terms of payment shall be within thirty (30) calendar days upon receipt of the complete and correct billing documents and shall be credited to the LANDBANK or DBP or any choice of bank subject to applicable bank charges of the winning bidder.”</p> <p>We respectfully request to amend this statement since the reckoning of the payment due date starts after the cut-off period and not upon receipt of the SOA.</p>	<p>This amends Section V. Special Conditions of Contract, GCC Clause 2, “The terms of payment shall be within thirty (30) calendar days after the cut-off period provided that complete and correct billing documents are submitted, and payment shall be credited to the LANDBANK or any choice of bank subject to applicable bank charges of the winning bidder.”</p>
6.	<p>Section V. Special Conditions of Contract. GCC Clause 9.</p> <p>“COMPLIANCE WITH SS LAW. SUPPLIER shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should SUPPLIER fail to comply with its obligations under the provisions of the SS Law and Employees’ Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer’s liability for damages, including interests and penalties from SUPPLIER’s employer’s liability for damages, including interests and penalties from SUPPLIER’s receivable under this Agreement.</p> <p>We respectfully request for the deletion of the said provision OR the amendment as follows:</p>	<p>We maintain our requirement.</p>

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	<p>“SUPPLIER shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should SUPPLIER fail, <u>as determined by final judgment after due proceedings</u>, to comply with its obligations under the provisions of the SS Law and Employees’ Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer’s liability for damages, including interests and penalties from SUPPLIER’s employer’s liability for damages, including interests and penalties from SUPPLIER’s receivable under this Agreement.”</p>	
7.	<p>Section V. Special Conditions of Contract. GCC Clause 10.</p> <p>“COMPLIANCE WITH LABOR LAWS. SUPPLIER, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices. It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by SUPPLIER and that he/she assumed full responsibility thereof.”</p> <p>May we respectfully request for the deletion of the abovementioned clause since we have provided SSS with a copy of Petron’s duly notarized Sworn Statement on Compliance with Existing Labor Laws and Standards. (See attached)</p>	We maintain our requirement.
8.	<p>Section V. Special Conditions of Contract. GCC Clause 11.</p>	We maintain our requirement.

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<p>“COMPLIANCE WITH TAX LAWS. SUPPLIER shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by SUPPLIER to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.</p> <p>As required under Executive Order (EO) 398, s. 2005, SUPPLIER shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. SUPPLIER, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement.”</p> <p>We respectfully request for the deletion of the said provision OR the amendment as follows:</p> <p>“SUPPLIER shall, in compliance with tax laws, pay the applicable taxes in full and on time, <u>except those that are contested in good faith,</u> and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by SUPPLIER to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.</p> <p>As required under Executive Order (EO) 398, s. 2005, SUPPLIER shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. SUPPLIER, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government, <u>except those that are contested in good faith.</u> SUPPLIER shall pay taxes in full and on time, <u>except those that are contested in good faith,</u> and that</p>	

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	failure to do so will entitle SSS to suspend or terminate this Agreement.”	
9.	<p>Section V. Special Conditions of Contract. GCC Clause 15.</p> <p>“VENUE OF ACTIONS. In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues,”</p> <p>We respectfully request for the inclusion of Mandaluyong City as an alternative venue, at the option of the complaining party.</p>	We maintain our requirement.
10.	<p>Exclusion from paying the Php 15,000 Price of Bid</p> <p>We respectfully request for the waiving of the Php 15,000 Price of Bid for Petron Corporation as we have previously participated in the 3rd Advertisement of the project.</p>	No need to pay for the bidding documents.
11.	Lastly, we would like to request for the Procuring Entity to move the deadline for submission of bids to October 05, 2023 as your response to our queries are crucial to the completion of our bid submission.	The submission and opening of Bids shall be on October 05, 2023.