

Republic of the Philippines  
PROVINCE OF DAVAO DEL SUR  
Office of the Governor

# PROCUREMENT MANAGEMENT OFFICE BIDS AND AWARDS COMMITTEE

Mobile Nos. 0905-229-0526/0908-332-2024 (Goods), 0948-768-5848 (Infra)  
Telefax: (082) 553-9579

Website: [www.davaodelsur.gov.ph/pgo-bac](http://www.davaodelsur.gov.ph/pgo-bac)

Email Add.: [bac.davaodelsur2@gmail.com](mailto:bac.davaodelsur2@gmail.com)/[sbacdavaodelsur@gmail.com](mailto:sbacdavaodelsur@gmail.com)



Maanyag  
nga  
Paraiso

*I Love Davao del Sur*

# BIDDING DOCUMENTS

## *Supply/Delivery of Fuel*

**PUBLIC BIDDING IB NO. G-043-23C**

**February 27, 2023**

2

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Mobile Nos. 0905 233 0526/0908 302 8024 / 09043-0848 758-8848 (Info)  
Telefax (082) 558-4378  
Website: www.dpwdejar.gov.ph/proc-ppo  
Email: Add: pmo@davao.gov.ph; pmo@pda.gov.ph

# BIDDING DOCUMENTS

## Supply/Delivery of Fuel

PUBLIC BIDDING TB NO. G-043-23C

February 27, 2023

***Section I.***  
***Invitation to Bid***

# PROCUREMENT MANAGEMENT OFFICE

## BIDS AND AWARDS COMMITTEE

Mobile Nos. 0905-229-0526/0908-332-2024 (Goods), 0948-768-5848 (Infra)  
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Email Add.: [bac.davaodelsur2@gmail.com](mailto:bac.davaodelsur2@gmail.com)/[sbacdavaodelsur@gmail.com](mailto:sbacdavaodelsur@gmail.com)

*I Love Davao del Sur*

### INVITATION TO BID FOR G-043-23C

#### Supply/Delivery of Fuel

1. The **Provincial Government of Davao del Sur**, through the **LGDF-General Fund (PGO-Executive, PHO, NCIP, BFP)** intends to apply the sum of **₱ 929,925.00** being the ABC to payments under the contract for **IB No. G-043-23C**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Provincial Government of Davao del Sur** now invites bids for the above Procurement Project. Delivery of the Goods is required by **until it is consumed**. Bidders should have completed, **for the last 3 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **Provincial Government of Davao del Sur** and inspect the Bidding Documents at the address given below during **8:00 A.M. – 4:00 P.M., Monday to Friday**:

**MS. NORJANNA M. CAMAGUIN, MPA**  
**Chief Administrative Officer**  
**Procurement Management Office**  
**Room 4, Executive Building, Barangay Matti, Digos City**

5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 28, 2023 – March 07, 2023** at the Office of the BAC Secretariat Room 4, Executive Building, Capitol Matti, Digos City **upon accomplishing a bidder's assessment slip** pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱ 1,000.00**. The Provincial Government of Davao del Sur shall allow the bidder to present its proof of payment for the fees **upon payment of a non-refundable fee for the Bidding Documents in the amount stated above to the Provincial Treasurer's Office. An authorization from the proprietor of the company shall be presented in case the latter opted to send representative/s in his/her behalf. Only bidders who purchased the Bidding Documents with corresponding official receipt of the bidding documents will be allowed to submit bids. Eligibility/Technical and Financial documents must be book bound and properly tab at right side. The bidder will prepare (3) sets of book bound bidding documents with corresponding proper markings (Original Copy, Copy 1 and Copy 2), respectively. Any document submitted, not book bound shall be rejected outright. For the Financial Proposals not exceeding ten (10) pages may be book bound or securely stapled.**

*Handwritten initials*

6. Bids must be duly received at the following through manual submission. Late bids shall not be accepted:
- Advance dropping (before **March 07, 2023**) - Room 4, Procurement Management Office (Goods), Capitol Building, Mati, Digos City.
  - Date of Opening (**March 07, 2023**) - Ralota Hall Davao del Sur Coliseum, Province of Davao del Sur.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
8. Bid opening shall be on **March 07, 2023 at 9:00 A.M. Ralota Hall, Gov. Douglas Ra. Cagas Cultural Sports and Business Complex, Barangay Mati, Digos City, Davao Del Sur.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The **Provincial Government of Davao del Sur** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:  
**The BAC Chairperson**  
**Provincial Government of Davao del Sur**  
**Email: [bac.davaodelsur2@gmail.com](mailto:bac.davaodelsur2@gmail.com)**
- MS. NORJANNA M. CAMAGUIN, MPA**  
**Chief Administrative Officer**  
**Head, BAC Secretariat**  
**Procurement Management Office**  
**Rm. 4 Executive Building, Barangay Mati, Digos City**  
**Email Address: [bac.davaodelsur2@gmail.com](mailto:bac.davaodelsur2@gmail.com)**  
**Mobile Nos. 0905-229-0526 (Globe) / 0908-332-2024 (Smart)**  
**Telefax: (082) 553-9579**
11. You may visit the following website:  
**For downloading of Bidding Documents :**  
**<https://davaodelsur.gov.ph/bids-and-awards-bulletin/invitation-to-bid/itb-gcs/itb-gcs-y2022/itb-gcs-y2022-competitive-bidding/itb-gcs-y2022-cb-3sp/>**

**February 27, 2023**

  
**DESSAMIE BUAT-SANCHEZ, CPA, J.D..**  
Provincial Budget Officer  
BAC Chairperson

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***Section II.***  
***Instructions to***  
***Bidders***

## 1. Scope of Bid

The **Provincial Government of Davao del Sur** wishes to receive Bids for the **Supply/Delivery of Fuel** with identification number **G-043-23C**.

The Procurement Project (referred to herein as "**Supply/Delivery of Fuel**") is composed of **By Item**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023** in the amount of **P 929,925.00**.

2.2. The source of funding is **LGDF-General Fund**:

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. *[Select one, delete other/s]*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

- iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

*[Select one, delete the other/s]*

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies]* of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

**7.1. Subcontracting is not allowed.**

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.



## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### **13. Bid and Payment Currencies**

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in: **Philippine Pesos**.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **July 05, 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## 16. Deadline for Submission of Bids

- 16.1. Bids must be delivered to the Procurement Management Office Room 4, Executive Building, Capitol Matti, Digos City on or before **March 07, 2023 at 9:00 A.M.** Late bids shall not be accepted. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

## 17. Opening and Preliminary Examination of Bids

- 17.1. Bid Opening shall be on **March 07, 2023 at 9:00 A.M., Ralota Hall, Gov. Douglas Ra. Cagas Cultural Sports and Business Complex, Barangay Matti, Digos City, Davao Del Sur**. Bids will be opened in the presence of bidders' representatives who choose to attend the activity.
- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## 18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as:
- One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HOPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

***Section III. Bid Data  
Sheet***

## *Bid Data Sheet*

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid for the <b>last 3 years</b>, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC. However, in the case of Expendable Supplies, said SLCC must be at least twenty five percent (25%) of the ABC. Other conditions set forth under Section 23.4.1.3 of the 2016 Revised IRR of R.A. 9184 shall also be observed.</p>
7.1	<b><i>Subcontracting is not allowed.</i></b>
12	The price of the Goods shall be quoted DDP [ <i>state place of destination</i> ] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <b>P 18,598.50</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <b>P 46,496.25</b> if bid security is in Surety Bond.</p>
19.3	<p><i>Please see Purchase Request Nos.</i></p> <p><b>0327-CB-23 dated February 21, 2023</b></p> <p><b>0336-CB-23 dated February 22, 2023</b></p> <p><b>0337-CB-23 dated February 22, 2023</b></p> <p><b>0338-CB-23 dated February 22, 2023</b></p>
20.2	<b><i>Post-Qualification Requirements: Latest Income Tax Returns, Business Tax Returns for the last 6 months</i></b>
21.2	<p><b>1.Envelope 1 (Eligibility/Technical Documents)</b></p> <p>One (1) <b>ORIGINAL COPY</b>, another copy for <b>COPY 1</b>, and another copy for <b>COPY 2</b>.</p> <p><b>2. Envelope 2 (Financial Proposal)</b></p> <p>One (1) <b>ORIGINAL COPY</b>, another copy for <b>COPY 1</b>, and another copy for <b>COPY 2</b></p> <p>Such documents shall be duly signed by the bidders or its duly authorized representative/s.</p> <p>Eligibility/Technical and Financial Proposal <b>must be book bound</b> and properly tab at the right side. <b>Any documents submitted not book bound shall be rejected outright.</b> For the Financial Proposal not exceeding ten (10) pages maybe book bound or securely stapled.</p> <p>All copies must be <b>properly marked (ORIGINAL COPY, COPY 1 AND COPY 2)</b></p> <p><b>Envelope 1 and Envelope 2 must be properly sealed. Envelope 1 and Envelope 2 will be placed in one sealed mother envelope.</b></p>



# PURCHASE REQUEST

PROVINCIAL GOVERNMENT OF DAVAO DEL SUR  
Matti, Digos City

PR Id.: ELCACdiesel

Date Submitted/Published: 02/09/2023

Department: PGO

P.R No.:

0327-Cb-07

Date:

FEB 21 2023

Section: Local Chief Executive

Item No.	Unit	Item and Description	Qty	Unit Cost	Total Cost
1	liter	Diesel  Note: Delivery : Until it is consumed Payment : Staggered  Charges: CY 2023 LGDF- General Fund Internal Armed Conflict Program (Ending Local Communist Armed Conflict) Fuel, Oil & Lubricants Expenses -05-02-03-090  <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;"><b>BIDS &amp; AWARDS COMMITTEE (BAC)</b> <b>TECHNICAL WORKING GROUP</b></p> <p style="font-size: small; margin: 0;">ALL BIDS, SPECS AND ABC REVIEWED</p> <p style="font-size: small; margin: 0;">DATE: 2023-02-14</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;"><b>BIDS &amp; AWARDS COMMITTEE (BAC)</b> <b>AG SECRETARIA</b></p> <p style="font-size: small; margin: 0;">COVERED UNDER APP. 25</p> <p style="font-size: small; margin: 0;">CONTROLLED BY: [Signature]</p> <p style="font-size: small; margin: 0;">DATE: 2/21/23</p> </div> </div> <p style="text-align: center; margin-top: 10px;"><b>CERTIFICATION</b></p> <p style="font-size: small;">This is to certify that the ABC sets the prevailing market price based on the precavass/market survey conducted by this office as of 2/8/23</p> <p style="text-align: center; margin-top: 10px;">[Signature] <b>YVONNE ROÑA CAGAS</b> Governor</p> <div style="margin-top: 20px;"> <p style="background-color: #00aaff; color: white; padding: 2px;">G-043-22C</p> <p>Total: 929,925.00</p> <p>1st: 3-7-23</p> </div>	6666	75.00	499,950.00

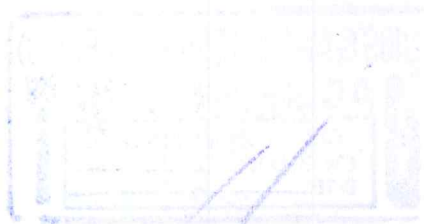


<b>Total :</b>		<b>P 499,950.00</b>
<b>Purpose:</b> For the use of PGO		
<b>Requested by:</b>	<b>Cash Availability:</b>	<b>Approved by:</b>
Signature:		
Printed Name: <b>YVONNE ROÑA CAGAS</b>	<b>FARAH GEMMA V. BIDAN, CPA</b>	<b>YVONNE ROÑA CAGAS</b>
Designation: Governor	Provincial Treasurer	BY AUTHORITY OF THE GOVERNOR
Date: [Signature] <b>CHRISTOPHER T. TAN</b> PDRMO IV OFFICE OF THE PROVINCIAL GOVERNOR	[Signature] <b>ROWELL M. RACONGCO, MPA</b> LOCAL TREASURY & FINANCIAL OFFICER IV ACTING ASSISTANT PROVINCIAL TREASURER	[Signature] <b>CHRISTOPHER T. TAN</b> PDRMO IV OFFICE OF THE PROVINCIAL GOVERNOR

**PURCHASE REQUEST**  
 PROVINCIAL GOVERNMENT OF DAVAO DEL SUR  
 Main Office City



Item No.	Item Description	Unit	Qty	Unit Price	Total Price

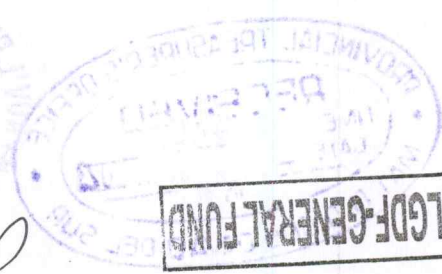


**CERTIFICATION**

The undersigned hereby certifies that the purchase request is in accordance with the approved budget and is for the purchase of goods and services for the purpose of the project mentioned herein.

\_\_\_\_\_  
 YOUNG HOPE CASAS  
 City Treasurer

**DESSAMIR BUA-SANCHEZ, CPA**  
 Provincial Budget Officer



*[Handwritten Signature]*

REMAINING BALANCE:	500,050
LESS THIS REQUEST:	47,950
<b>ALLOTMENT BALANCE:</b>	<b>1,000,000</b>
<b>DATE:</b>	<b>14 FEB 2023</b>
<b>CONTROL NO.:</b>	<b>VS 6</b>

**Provincial Budget Office**

**ROWELL M. RAYMUNDO, MBA**  
 Provincial Treasurer

**CHRISTOPHER T. TAN**  
 Provincial Budget Officer



# 1048  
A-771



# PURCHASE REQUEST

PROVINCIAL GOVERNMENT OF DAVAO DEL SUR  
Matti, Digos City

PR Id.: PHO(DIESEL)MCHP2023-pv  
Date Submitted/Published: 02/09/2023

Date: FEB 22 2023

Department: PHO  
Section:  
P.R No.: 0336-OB-M

Item No.	Unit	Item and Description	Qty	Unit Cost	Total Cost
1	LITERS	DIESEL P.O UNTIL CONSUMED LATEST FUEL PRICE charges: LGDF 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL, OIL AND LUBRICANTS EXPENSES 5-02-03-090 RESPONSIBILITY CENTER: 4919-1B AMOUNT PHP 99,975.00 Note: Issuance of billing Statement shall be issued on weekly by the supplier. Payments shall be made upon receipt of the billing statement.  <div style="text-align: center;"> <p><b>Charges:</b>  <b>LGDF 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL, OIL AND LUBRICANTS EXPENSES 5-02-03-090 RESPONSIBILITY CENTER: 4919-1B</b></p> </div> <div style="text-align: center; border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><b>BIDS &amp; AWARDS COMMITTEE (BAC)</b>  <b>TECHNICAL WORKING GROUP</b>  <small>REVIEWED AND ABC REVIEWED</small>  <small>DATE: 2023-02-10</small></p> </div> <div style="text-align: center;"> <p><b>CERTIFICATION</b>            This is to certify that the ABC set is the prevailing market price based on the precanvass/market survey conducted by this office as of <u>02-09-23</u></p> <p style="text-align: center;"><i>[Signature]</i>  <b>JONNA A. MASONGSONG, MD, FPSMS, MAHA, MPH</b>            PROVINCIAL HEALTH OFFICE II</p> </div> <div style="text-align: center; margin-top: 20px;"> </div> <div style="text-align: center; margin-top: 20px;"> </div>	1333	75.00	99,975.00

**Total :** P 99,975.00

**Purpose:** FOR MATERIAL AND CHILDREN HEALTH PROGRAM USE

<b>Requested by:</b>	<b>Cash Availability:</b>	<b>Approved by:</b>
Signature: <i>[Signature]</i>		
Printed Name: <b>JONNA A. MASONGSONG, MD, FPSMS, MAHA,</b>	<b>FARAH GEMMA V. BIDAN, CPA</b>	<b>YVONNE ROÑA CAGAS</b>
Designation: <b>MPH</b> <b>PROVINCIAL HEALTH OFFICE II</b>	<b>Provincial Treasurer</b>	<b>Governor</b>
Date:	<b>ROWELL N. BACONGCO, MPA</b> LOCAL TREASURY OPERATIONS DIVISION ACTING ASSISTANT PROVINCIAL TREASURER	By Authority of the Governor As per MO No. 4, Series of 2022 <i>[Signature]</i> <b>CHRISTOPHER T. TAN</b> PGDH-PDRMO

FEB 21 2023

**PURCHASE REQUEST**  
PROVINCIAL GOVERNMENT OF DAVAO DEL SUR  
Main, Digos City



PR: PH01BEE031MCHT2023-01  
Date Submitted: 02/02/2023

Item No.	Unit	Item and Description	Qty	Unit Cost	Total Cost
	LITERS	1. 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL OIL AND LUBRICANTS EXPENSES OF RESPONSIBILITY CENTER, MAHAHAHANG, DAVAO DEL SUR	1,000	1.00	1,000.00
		2. 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL OIL AND LUBRICANTS EXPENSES OF RESPONSIBILITY CENTER, MAHAHAHANG, DAVAO DEL SUR	1,000	1.00	1,000.00
		3. 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL OIL AND LUBRICANTS EXPENSES OF RESPONSIBILITY CENTER, MAHAHAHANG, DAVAO DEL SUR	1,000	1.00	1,000.00
		4. 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL OIL AND LUBRICANTS EXPENSES OF RESPONSIBILITY CENTER, MAHAHAHANG, DAVAO DEL SUR	1,000	1.00	1,000.00
		5. 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL OIL AND LUBRICANTS EXPENSES OF RESPONSIBILITY CENTER, MAHAHAHANG, DAVAO DEL SUR	1,000	1.00	1,000.00
		6. 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL OIL AND LUBRICANTS EXPENSES OF RESPONSIBILITY CENTER, MAHAHAHANG, DAVAO DEL SUR	1,000	1.00	1,000.00
		7. 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL OIL AND LUBRICANTS EXPENSES OF RESPONSIBILITY CENTER, MAHAHAHANG, DAVAO DEL SUR	1,000	1.00	1,000.00
		8. 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL OIL AND LUBRICANTS EXPENSES OF RESPONSIBILITY CENTER, MAHAHAHANG, DAVAO DEL SUR	1,000	1.00	1,000.00
		9. 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL OIL AND LUBRICANTS EXPENSES OF RESPONSIBILITY CENTER, MAHAHAHANG, DAVAO DEL SUR	1,000	1.00	1,000.00
		10. 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL OIL AND LUBRICANTS EXPENSES OF RESPONSIBILITY CENTER, MAHAHAHANG, DAVAO DEL SUR	1,000	1.00	1,000.00



**CERTIFICATION**

I hereby certify that the ABC set is the correct market price based on the price survey I have conducted in the office of the Provincial Health Office II, Davao City, Davao del Sur, on this date of FEB 02, 2023.

JOYNA A. MASONGONG, MD, FRMS, MAHA, MPH  
PROVINCIAL HEALTH OFFICE II

DESSAMIE ROSA-SANCHEZ, CPA  
PROVINCIAL BUDGET OFFICER



**LGDF-GENERAL FUND**

REMAINING BALANCE: _____	25
LESS THIS REQUEST: _____	99,975
ALLOTMENT BALANCE: _____	100,000
DATE: _____	13 FEB 2023
CONTROL NO: _____	V19
<b>Provincial Budget Office</b>	

Requested by:	JOYNA A. MASONGONG, MD, FRMS, MAHA, MPH
Approved by:	YVONNE ROSA-DAGAS
Signature:	
Printed Name:	JOYNA A. MASONGONG, MD, FRMS, MAHA, MPH
Local Position:	PROVINCIAL HEALTH OFFICE II
Date:	
Provincial Treasurer:	HOWELL N. BACANGON, MBA
Provincial Budget Officer:	DESSAMIE ROSA-SANCHEZ, CPA

# 3070  
A-215



# PURCHASE REQUEST

PROVINCIAL GOVERNMENT OF DAVAO DEL SUR  
Matti, Digos City

R Id.: NCIP- Fuel

ate Submitted/Published: 02/01/2023

epartment: NCIP  
ection:

P.R No.:

**0337-00-M**

Date:

**FEB 22 2023**

Item No.	Unit	Item and Description	Qty	Unit Cost	Total Cost
1	liters	Diesel	2200	75.00	165,000.00
2	liters	Gasoline	200	75.00	15,000.00
3		Conditions: 1. Latest Fuel Pump Price. 2. Delivery: Until it is consumed 3. Staggered Payment			
<p><b>Charges:</b> Support to Indigenous Peoples - CY 2023 LGDF- General Fund</p>					
<p><b>BIDS &amp; AWARDS COMMITTEE (BAC) TECHNICAL WORKING GROUP</b></p> <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px;"> <p>DATE: 2023-02-14</p> </div> <div style="border: 2px solid blue; padding: 5px;"> <p><b>BIDS &amp; AWARDS COMMITTEE (BAC)</b> <b>BAC SECRETARIA</b> DATE: 2/22/23</p> </div> </div>					
<p><b>CERTIFICATION</b></p> <p>This is to certify that the ABC set is the prevailing market price based on the precanvass/market survey conducted by this office as of <u>1-30-23</u></p>					
<p><i>Indalesio L. Diano, MPA</i> Provincial Officer</p>					
<p><b>PROV. PLANNING &amp; DEVELOPMENT OFFICE</b> <b>CONTROLLED</b> <b>LGDF GENERAL FUND</b> DATE: 21 FEB 2023</p>					<p><b>PROVINCIAL TREASURER'S OFFICE</b> <b>RECEIVED</b> DATE: FEB 21 2023</p>
<b>Total :</b>					<b>P 180,000.00</b>

**Purpose:** For the use of project monitoring, meetings, and providing quality service to GIDA in the Province of Davao del Sur.

<p><b>Requested by:</b></p> <p><i>Indalesio L. Diano, MPA</i></p>	<p><b>Cash Availability:</b></p> <p><b>FARAH GEMMA V. BIDAN, CPA</b></p> <p>Provincial Treasurer</p>	<p><b>Approved by:</b></p> <p><b>YVONNE ROÑA CAGAS</b></p> <p>By Authority of the Governor As per MO No. 4, Series of 2022</p> <p><i>CHRISTOPHER T. TAN</i> REG. - PDRMCO</p>
<p><b>Signature:</b></p> <p><b>Indalesio L. Diano, MPA</b></p> <p>Provincial Officer</p>	<p><b>Signature:</b></p> <p><b>NOVELL N. BACONGCO, MPA</b></p> <p>ACTING ASSISTANT PROVINCIAL TREASURER</p>	<p><b>Signature:</b></p> <p><b>CHRISTOPHER T. TAN</b></p> <p>REG. - PDRMCO</p>

**FEB 21 2023**



Sustainable development is meeting the needs of the present without compromising the ability of future generation. This project will follow the formulation of Indigenous Peoples Community Development Plan (IPCDDP). This will follow the same phases with the following details of activities per phase and timeframe or work plan:

**IV. PROJECT DESCRIPTION**

1. Implement the IPCDDP and its scheduled activities.
2. Conduct community research based IPCDDP.
3. Assist the ICCs/IPs write their own IPCDDP then socially market it to make it more operational than a wish lists; and
4. Promote, organize, and formalize the Barangay e-Partnership (BePART) innovative convergence or barangay whole-of-nation approach) to support the implementation of the IPCDDP.
5. To identify/inventory the programs, projects, and activities in the IPCDDP implemented and/or funded and assess their impact on the community.

Specifically, at the end of FY 2024, the following program SMARTER (Specific, Measurable, Attainable, Relevant, Time-bound, Enjoyable, and Rewarding) objectives will be achieved to be sustained:

The general goal is to facilitate the formulation of the five (5)-year Indigenous Peoples Community Development Plan (IPCDDP) of the Kalagan, Tagakaulo and Manobo ICCs/IPs within the Municipality of Malalag and Hagonoy, Province of Davao del Sur which is initiated, planned, owned, and managed by them to empower and uplift their living conditions towards their self-reliant, resilient, and sustainable development as their basic human rights to live in dignity.

This Indigenous Peoples Community Development Plan Formulation is envisioned as a tool for the empowerment and protection of the ecology of the Kalagan, Tagakaulo and Manobo ICCs/IPs towards the fulfillment of their general well-being, including the intergenerational needs and development. Further, the five years comprehensive spatial and development plan will help identify and implement programs and projects to strengthen self-governance, alleviate poverty, protect the environment and cultural integrity, and build lasting peace and genuine development with the ICCs/IPs in the Province of Davao del Sur.

These belongs to the Tagakaulo in the Municipality of Malalag and Kalagan in the Municipality of Hagonoy.

Likewise, The Indigenous Peoples Community Development Plan will serve as the ICCs/IPs ADSDDP in the areas that do not have Ancestral Domains. Aside with the CADTs, The Province of Davao del Sur has its Ancestral Lands. Likewise, The Indigenous Peoples Community Development Plan will serve as the ICCs/IPs ADSDDP in the control, manage, develop, protect, conserve, and sustainably use lands and the natural resources found therein.

Formulation of the ADSDDP is further highlighted in the 11 Building Blocks, which considers it as a holistic, comprehensive, and integrated plan that promotes a rights-based and Indigenous Knowledge systems and Practices (IKSP)-based approach to development. It also reflects the present and future desired conditions of the IPs and contains the types of programs and projects that they will adopt for the sustainable management and development of their domain and community. The ADSDDP is formulated by the ICCs/IPs themselves as owners of the AD who have the right to control, manage, develop, protect, conserve, and sustainably use lands and the natural resources found therein.

The implementing rules of the Indigenous Peoples Rights Act (IPRA) prescribe the formulation of the Ancestral Domain Sustainable Development and Protection Plan in accordance with the ICCs/IPs' customary practices, laws and traditions that serves as blueprint for the exercise, enforcement, and realization of their rights which is emphasized in the 36 Specific Rights of the ICCs/IPs particularly Right of ownership and right to develop lands and natural resources.

The implementing rules of the Indigenous Peoples Rights Act (IPRA) provides that the State shall recognize, respect, and protect the rights of ICCs/IPs to preserve and develop their cultures, traditions and institutions as well as guarantee that they equally enjoy on an equal footing from the rights and opportunities that national laws and regulations grant to other members of the population.

**LGDF-GENERAL FUND**

**DESSAMIE BUAT-SANCHEZ, CPA**  
PROVINCIAL BUDGET OFFICER

**II. BACKGROUND AND RATIONALE**

REMAINING BALANCE:	_____
LESS THIS REQUEST:	_____
ALLOTMENT BALANCE:	_____
DATE:	22 FEB 2023
CONTROL NO.:	682
Provincial Budget Office	
Indacisto L. Diano	

Name	Office	Address	Contact
Diana Lynne Demonteverde	Sur	Barangay Mati, Capitol Compound, Digos City	09978578258
Sur	Sur	Barangay Mati, Capitol Compound, Digos City	09109315411

**13. Implementer and**

WILLIE N. BACONCO, MPA  
OFFICE ASSISTANT PROVINCIAL BUDGET OFFICER

#2007  
A-249



# PURCHASE REQUEST

PROVINCIAL GOVERNMENT OF DAVAO DEL SUR  
Matti, Digos City

PR Id.: BFP-diesel

Date Submitted/Published: 01/18/2023

Department: BFP

P.R No.:

Date: FEB 22 2023

Section:

0338-OB-M

Item No.	Unit	Item and Description	Qty	Unit Cost	Total Cost
1	liters	Diesel Delivery: Until it is consumed  Charges: CY 2023 LGDF-GENERAL FUND, PEACE AND ORDER PROGRAM Support to the Bureau of Fire Protection-Provincial Office 1919-29 MOOE Fuel, Oil and Lubricants Expenses 5-02-03-090  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>BIDS &amp; AWARDS COMMITTEE (BAC) TECHNICAL WORKING GROUP</b>  <small>TECHNICAL SPECS AND ABC REVIEWED</small>  <small>DATE: 2023-01-23</small> </div> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-top: 10px;"> <b>BIDS &amp; AWARDS COMMITTEE (BAC) AC SECRETARIAT</b>  <small>COVERED UNDER APP CONTROLLED BY</small>  <small>DATE: 2/22/23</small> </div> <p style="text-align: center; font-weight: bold; margin-top: 20px;">CERTIFICATION</p> <p>This is to certify that the ABC set is the prevailing market price based on the precavass/market survey conducted by this office as of <u>1/18/23</u></p> <p style="text-align: center; margin-top: 10px;">   <b>SUPT. CONRADO M BALMORES, JR, MPSA, DSC</b>                      Provincial Fire Director                 </p> <div style="text-align: center; margin-top: 20px;"> </div> <div style="text-align: right; margin-top: 20px;"> </div>	2000	75.00	150,000.00
<b>Total :</b>					P 150,000.00

**Purpose:** For the production of input and output for the support to the Bureau of Fire Protection-Provincial Office

Requested by:	Cash Availability:	Approved by:
Signature:		
Printed Name: <b>SUPT. CONRADO M BALMORES JR, MPSA, DSC</b>	<b>FARAH GEMMA V. BIDAN, CPA</b>	<b>YVONNE ROÑA CAGAS</b>
Designation: Provincial Fire Director	Provincial Treasurer	By Authority of the Governor, As per MO No. 4, Series of 2022
Date:	 <b>OWELL N. BACONGCO, MPA</b> PROVINCIAL TREASURY OPERATIONS OFFICER-IV ACTING ASSISTANT PROVINCIAL TREASURER	 <b>CHRISTOPHER T. TAN</b> PGDH-PDRMO

**PURCHASE REQUEST**  
 PROVINCIAL GOVERNMENT OF DAVAO DEL SUR  
 Marik, Digos City



Contract No.                           Date                           P.R. No.                     

Item No.	Unit	Item and Description	Qty	Unit Cost	Total Cost
1	liters	Diesel Fuel for fire engines	2000	15.00	30,000.00

**AGREEMENT**  
 I hereby agree to the terms and conditions of the purchase request and to the payment of the amount thereof.

**BIOSCIENCE COMMITTEE**  
**TECHNICAL WORKING GROUP**  
 DATE:                       
 TIME:                     

**CERTIFICATION**  
 This is to certify that the ABC set is the prevailing market price based on the procurement survey conducted by this office as of                     .  
 SUPT. CONRADO M. BALMORA, JR., MPBA, DSC  
 Provincial Fire Director

**DESSAMIEBUAT-SANCHEZ, CPA**  
 Provincial Budget Officer

**LGDF-GENERAL FUND**

Provincial Budget Office

Contract No.                     

DATE: 26 JAN 2023

ALLOTMENT BALANCE: 200000

LESS THIS REQUEST: 150000

REMAINING BALANCE: 50000

YVONNE ROSA CAGAS  
 Provincial Treasurer

ER T. TAN  
 Provincial Fire Director

***Section IV. General  
Conditions of  
Contract***

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity

*Section V. Special  
Conditions of  
Contract*

## *Special Conditions of Contract*

GCC Clause	
1	<p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>At Source / At Station</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>e. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>f. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>g. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>h. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	<ul style="list-style-type: none"> <li>i. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>j. <i>[Specify additional incidental service requirements, as needed.]</i></li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

2

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity  
Name of the Supplier  
Contract Description

	<p>Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be <b>Credit Basis.</b>
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

7

***Section VI. Schedule  
of Requirements***

**PGO - BIDS AND AWARDS COMMITTEE**

**Schedule of Requirements**

The delivery schedule as per IB NO.: G-043-23C until it is consumed

Item No.	Item and Description	Qty	Unit	Delivered	
				Weeks	Months
	PR# 0324-CB-23(PGO - Local Chief Executive)				
1	Diesel  Note: Delivery : Until it is consumed Payment : Staggered	6666	liter		
	*****				

2.





PGO - BIDS AND AWARDS COMMITTEE

**Schedule of Requirements**

The delivery schedule as per IB NO.: G-043-23C until it is consumed

Item No.	Item and Description	Qty	Unit	Delivered	
				Weeks	Months
	PR# 0336-CB-23(Pho)				
1	DIESEL	1333	LITERS		
	P.O UNTIL CONSUMED LATEST FUEL PRICE				
	charges: LGDF 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL, OIL AND LUBRICANTS EXPENSES 5-02-03-090 RESPONSIBILITY CENTER: 4919-1B AMOUNT PHP 99,975.00				
	Note: Issuance of billing Statement shall be issued on weekly by the supplier. Payments shall be made upon receipt of the billing statement.				
	*****				
					2



**PGO - BIDS AND AWARDS COMMITTEE**

**Schedule of Requirements**

The delivery schedule as per IB NO.: G-043-23C until it is consumed

Item No.	Item and Description	Qty	Unit	Delivered	
				Weeks	Months
	PR# 0337-CB-23 (NCIP)				
1	Diesel	2200	liters		
2	Gasoline	200	liters		
3	Conditions: 1. Latest Fuel Pump Price. 2. Delivery: Until it is consumed 3. Staggered Payment				
	*****				

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***Section VII. Technical  
Specifications***

PGO - BIDS AND AWARDS COMMITTEE

Technical Specifications

IAEB NO.:

Date of Opening: March 07, 2023

Quotation: By Item

Item No.	Item and Description	Brand Name (Mandatory) Maximum of two (2) Brands	Qty	Unit	Statement of Compliance
	PR# 0327-CB-23(PGO - Local Chief Executive)				
1	Diesel  Note: Delivery : Until it is consumed Payment : Staggered		6666	liter	
	*****				

**PGO - BIDS AND AWARDS COMMITTEE**

**Technical Specifications**

IAEB NO.:

Date of Opening: March 07, 2023

Quotation: By Item

Item No.	Item and Description	Brand Name (Mandatory) Maximum of two (2) Brands	Qty	Unit	Statement of Compliance
	PR# 0336-CB-23(PHO)				
1	DIESEL P.O UNTIL CONSUMED LATEST FUEL PRICE		1333	LITERS	
	charges: LGDF 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL, OIL AND LUBRICANTS EXPENSES 5-02-03-090 RESPONSIBILITY CENTER: 4919-1B AMOUNT PHP 99,975.00				
	Note: Issuance of billing Statement shall be issued on weekly by the supplier. Payments shall be made upon receipt of the billing statement.				
	*****				

1  
2





**PGO - BIDS AND AWARDS COMMITTEE**

**Technical Specifications**

AEB NO.: \_\_\_\_\_ Date of Opening: March 07, 2023 Quotation: By Item

Item No.	Item and Description	Brand Name (Mandatory) Maximum of two (2) Brands	Qty	Unit	Statement of Compliance
	PR# 0337-CB-23 (NCIP)				
1	Diesel		2200	liters	
2	Gasoline		200	liters	
3	Conditions: 1. Latest Fuel Pump Price. 2. Delivery: Until it is consumed 3. Staggered Payment				
	*****				

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Republic of the Philippines  
PROVINCE OF DAVAO DEL SUR  
Matti, Digos City

PGO - BIDS AND AWARDS COMMITTEE

Technical Specifications

AEB NO.:

Date of Opening: March 07, 2023

Quotation: By Item

Item No.	Item and Description	Brand Name (Mandatory) Maximum of two (2) Brands	Qty	Unit	Statement of Compliance
	PR# 0338-CB-23 (BFP)				
1	Diesel		2000	liters	
	Delivery: Until it is consumed				
	*****				

1  
2

***Section VIII.***  
***Checklist of Technical***  
***and Financial***  
***Documents***

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*  
**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit Price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Diesel  PR# 0327-CB-23 (PGO - Local Chief Executive)  Note: Delivery : Until it is consumed Payment : Staggered  Charges: CY 2023 LGDF- General Fund Internal Armed Conflict Program ( Ending Local Communist Armed Conflict) Fuel, Oil & Lubricants Expenses -05-02-03-090 Purpose: For the use of PGO		6666						

Name: \_\_\_\_\_  
 Legal Capacity: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit Price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	<b>PR# 0336-CB-23 (PHO)</b>								
1	DIESEL P.O UNTIL CONSUMED LATEST FUEL PRICE		1333						
	charges: LGDF 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL, OIL AND LUBRICANTS EXPENSES 5-02-03-090 RESPONSIBILITY CENTER: 4919-1B AMOUNT PHP 99,975.00								
	Note: Issuance of billing Statement shall be issued on weekly by the supplier. Payments shall be made upon receipt of the billing statement.								
	Charges: LGDF 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL, OIL AND LUBRICANTS EXPENSES 5-02-03-090 RESPONSIBILITY CENTER: 4919-1B Purpose: FOR MATERIAL AND CHILDREN HEALTH PROGRAM USE								

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit Price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	<b>PR# 0337-CB-23 (NCIP)</b>								
1	Diesel		2200						
2	Gasoline		200						
3	Conditions: 1. Latest Fuel Pump Price. 2. Delivery: Until it is consumed 3. Staggered Payment								
	Charges: Support to Indigenous Peoples - CY 2023 LGDF-General Fund Purpose: For the use of project monitoring, meetings, and providing quality service to GIDA in the Province of Davao del Sur.								

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Price Schedule for Goods Offered from Within the Philippines

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

### For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit Price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Diesel		2000						
	Delivery: Until it is consumed								
	Charges: CY 2023 LGDF-GENERAL FUND, PEACE AND ORDER PROGRAM Support to the Bureau of Fire Protection-Provincial Office 1919-29 MOOE Fuel, Oil and Lubricants Expenses 5-02-03-090 Purpose: For the production of input and output for the support to the Bureau of Fire Protection-Provincial Office								

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Diesel  PR# 0327-CB-23 (PGO - Local Chief Executive)  Note: Delivery : Until it is consumed Payment : Staggered  Charges: CY 2023 LGDF- General Fund Internal Armed Conflict Program ( Ending Local Communist Armed Conflict) Fuel, Oil & Lubricants Expenses -05-02-03-090 Purpose: For the use of PGO		6666					

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	<b>PR# 0336-CB-23 (PHO)</b>							
1	DIESEL P.O UNTIL CONSUMED LATEST FUEL PRICE		1333					
	charges: LGDF 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL, OIL AND LUBRICANTS EXPENSES 5-02-03-090 RESPONSIBILITY CENTER: 4919-1B AMOUNT PHP 99,975.00							
	Note: Issuance of billing Statement shall be issued on weekly by the supplier. Payments shall be made upon receipt of the billing statement.							
	Charges: LGDF 2023- MATERIAL AND CHILD HEALTH PROGRAM FUEL, OIL AND LUBRICANTS EXPENSES 5-02-03-090 RESPONSIBILITY CENTER: 4919-1B Purpose: FOR MATERIAL AND CHILDREN HEALTH PROGRAM USE							

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

- 1

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	<b>PR# 0337-CB-23 (NCIP)</b>							
1	Diesel		2200					
2	Gasoline		200					
3	Conditions: 1. Latest Fuel Pump Price. 2. Delivery: Until it is consumed 3. Staggered Payment							
	Charges: Support to Indigenous Peoples - CY 2023 LGDF-General Fund Purpose: For the use of project monitoring, meetings, and providing quality service to GIDA in the Province of Davao del Sur.							

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

2

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Diesel  PR# 0338-CB-23 (BFP)		2000					
	Delivery: Until it is consumed							
	Charges: CY 2023 LGDF-GENERAL FUND, PEACE AND ORDER PROGRAM Support to the Bureau of Fire Protection-Provincial Office 1919-29 MOOE Fuel, Oil and Lubricants Expenses 5-02-03-090 Purpose: For the production of input and output for the support to the Bureau of Fire Protection-Provincial Office							

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_