



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2024-108**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a Public Bidding for the Project, "Procurement of Petroleum, Oil, and Lubricants," with an Approved Budget for the Contract of P78,000,000.00 for FYs 2025 to 2027, through the FY 2025 National Expenditure Program (NEP) and Multi-Year Contractual Authority No. MYCA-BMB-C-24-0000072, as reflected in the Indicative Annual Procurement Plan, CY 2025;

**WHEREAS**, for the purpose of early procurement authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2025 NEP was used as basis;

**WHEREAS**, on November 8, 2024, the Invitation to Bid for the Project was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the DBM website, the official DBM Facebook page, and all DBM bulletin boards;

**WHEREAS**, two (2) prospective bidders, namely: (i) Northern Star Energy Corporation; and (ii) Petron Corporation (Petron), attended the Pre-bid Conference on November 15, 2024;

**WHEREAS**, Supplemental/Bid Bulletin No. 1 was issued on November 22, 2024 to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on November 29, 2024, only one (1) bidder, Petron, submitted a bid;

**WHEREAS**, after preliminary examination of the bid, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the submission of Petron as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

**WHEREAS**, after evaluation of the financial component of the bid of Petron, the DBM-BAC declared the submission of Petron as the Single Calculated Bid in the amount of P61,569,289.35;







**WHEREAS**, after verification, validation, and ascertainment of all statements made and documents submitted by Petron, using non-discretionary criteria, as stated in the Bidding Documents, it was determined that the submission of Petron passed all the criteria for post-qualification;

**WHEREAS**, Section 36 of the 2016 Revised IRR of RA No. 9184 provides, among others, that a single calculated and responsive bid shall be considered for award if only one bidder submits a bid, and its bid is found to be responsive to the bidding requirements.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it is hereby **RESOLVED**, the following:

- 1) To declare the bid of Petron Corporation for the Project, "Procurement of Petroleum, Oil, and Lubricants," in the amount of P61,569,289.35 as the Single Calculated and Responsive Bid, in accordance with Section 34.4 in relation to Section 36 of the 2016 Revised IRR of RA No. 9184;
- 2) To recommend to the DBM Secretary, as the Head of the Procuring Entity, that the contract for the Project be awarded to Petron Corporation in the above-mentioned amount, in accordance with Section 37.1.1 of the same IRR; and
- 3) To transmit the Notice of Award to the Secretary and issue the same to Petron Corporation upon the approval and effectivity of the FY 2025 General Appropriations Act, pursuant to Section 7.6 of the 2016 Revised IRR of RA No. 9184.

**ADOPTED**, this 10<sup>th</sup> day of December 2024 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

 Digitally signed by Jeramie Ardi L. Simbre <b>JERAMIE ARDI L. SIMBRE</b> <i>End-user Representative</i>	not present <b>SHERYLL GRACE S. AROMIN</b> <i>B.U.D.G.E.T. Representative</i>
 Digitally signed by Dante B. De Chavez <b>DANTE B. DE CHAVEZ</b> <i>Member</i>	 Digitally signed by Rowel D. Escalante <b>ROWEL D. ESCALANTE</b> <i>Member</i>
 Digitally signed by Andrea Celene M. Magtalas <b>ANDREA CELENE M. MAGTALAS</b> <i>Member</i>	 Digitally signed by Ramon Vicente B. Asuncion <b>RAMON VICENTE B. ASUNCION</b> <i>Vice Chairperson</i>
 Digitally signed by Gerardo E. Maula <b>GERARDO E. MAULA</b> <i>Chairperson</i>	



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE OF AWARD**

12 1 JAN 2025

**MS. MAGNOLIA CECILIA D. UY**  
**MR. ALVIN CHRISTOPHER J. BECINA**

Petron Corporation  
SMC Head Office Complex  
40 San Miguel Avenue  
Mandaluyong City

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

We are pleased to inform you that the contract for the Project, "Procurement of Petroleum, Oil, and Lubricants," is hereby awarded to Petron Corporation in the amount of P61,569,289.35.


In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

  
**AMENAH F. PANGANDAMAN**  
Secretary

Received by:  Paolo J. Leal  
1/24/25



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**MS. MAGNOLIA CECILIA D. UY**  
**MR. ALVIN CHRISTOPHER J. BECINA**

Petron Corporation  
SMC Head Office Complex  
40 San Miguel Avenue  
Mandaluyong City

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

Pursuant to Section 37.2.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 and as provided in the Notice of Award (NOA) which you received on January 23, 2025, you have ten (10) calendar days from receipt of the NOA to post the required performance security and enter into a contract with the Department of Budget and Management (DBM).

Further, as stated in Section 40.1<sup>1</sup> of the same IRR, failure to post the required performance security or enter into a contract with the DBM within the stipulated period shall cause the forfeiture of the bid security and the imposition of appropriate sanctions.


Relative to the foregoing, attached for your signature are eight (8) copies of the contract for the Project, "Procurement of Petroleum, Oil, and Lubricants."

Please submit the signed contract, together with the performance security, on or before February 2, 2025, 2:00 p.m., to the DBM-BAC Secretariat or through the Central Records Division, DBM Bldg. 3, Gen. Solano St., San Miguel Manila.

Thank you.

Very truly yours,

  
**AARON ALBERTO A. ESCALONA**  
Head, DBM-BAC Secretariat

  
Received by : *Re Leon*  
1/23/25

<sup>1</sup> 40.1. If the bidder with the LCRB, HRRB, SCRB or SRRB fails, refuses or is unable to submit the documents required under Section 37.1 of this IRR or to make good its bid by entering into a contract with the Procuring Entity or post the required Performance Security within the period stipulated in this IRR or in the Bidding Documents, the bid security shall be forfeited and the appropriate sanctions provided in this IRR and existing laws shall be imposed, except where such failure, refusal or inability is through no fault of the said bidder.





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

11 4 FEB 2025

**MS. MAGNOLIA CECILIA D. UY**  
**MR. ALVIN CHRISTOPHER J. BECINA**

Petron Corporation  
SMC Head Office Complex  
40 San Miguel Avenue  
Mandaluyong City

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

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Procurement of Petroleum, Oil, and Lubricants," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,

  
**AMENA F. PANGANDAMAN**  
*Secretary*

*Rece*

I acknowledge receipt and acceptance of this Notice on 02/14/25

Name of Authorized Representative: paolo de Leon

Signature: 

**CONTRACT No. 2025-10**  
**PROCUREMENT OF PETROLEUM, OIL, AND LUBRICANTS**

**CONTRACT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the **DEPARTMENT OF BUDGET AND MANAGEMENT** of the Philippines (hereinafter called "the Entity") of the one part and **PETRON CORPORATION** of Mandaluyong City, Philippines (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly Procurement of Petroleum, Oil, and Lubricants, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Sixty-One Million Five Hundred Sixty-Nine Thousand Two Hundred Eighty-Nine Pesos & 35/100 (P61,569,289.35) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Petron Fleet Card Application Forms, Vehicle Data Form, Terms and Conditions, as applicable insofar as the foregoing terms and conditions are inconsistent with the provisions of this contract including the other annexes;
- iv. Performance Security;
- v. Notice of Award of Contract and the Bidder's conforme thereto; and
- vi. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that**



AMENAH F. PANGANDAMAN

MAGNOLIA CECILIA D. UY

ALVIN CHRISTOPHER J. BECINA



AMENAH F. PANGANDAMAN

MAGNOLIA CECILIA D. OJEDA

ALVIN CHRISTOPHER J. BECINA

additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of Sixty-One Million Five Hundred Sixty-Nine Thousand Two Hundred Eighty-Nine Pesos & 35/100 (P61,569,289.35) or such other sums as may be ascertained, **PETRON CORPORATION** agrees to deliver the Procurement of Petroleum, Oil, and Lubricants in accordance with its Bid.
4. The **DEPARTMENT OF BUDGET AND MANAGEMENT** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the corresponding appropriations for this Project.
6. In compliance with item 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020 (Directing Strict Compliance By All Agencies and Instrumentalities of the Executive Department with Transparency, Accountability and Good Governance Policies and Measures in the Procurement Process), the DBM shall publish in its official website and social media platform the following post-award information:
  - (a) Project name;
  - (b) Approved budget for the contract;
  - (c) Contract period;
  - (d) Name of the winning bidder and its official business address;
  - (e) Amount of contract awarded;
  - (f) Date of award and acceptance; and
  - (g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.
7. Standard provisions on data privacy and anti-corruption, as follows:
  - i. The Department of Budget and Management acknowledges that PETRON and its subsidiaries and affiliates have a Data Privacy Statement, pursuant to Republic Act. 10173 or the Data Privacy Act of 2012 and its implementing rules and regulations and the issuances of the National Privacy Commission ("Privacy Laws"), Department of Budget and Management has read, understood and hereby agree to the Data Privacy Statement of PETRON and its subsidiaries and affiliates ("Privacy Statement");
  - ii. The Department of Budget and Management recognizes that it may have provided Personal Information and Sensitive Personal information (Collectively "Personal Data"), as defined under the Privacy Laws, to PETRON, or PETRON may have obtained Personal Data in relation to the products and services availed from and through PETRON. The Department of Budget and Management further acknowledges that PETRON shall be collecting, using, sharing, disclosing, transferring, retaining and disposing of such Personal Data (collecting "Processing") in relation to the products and services availed from and through PETRON, and that PETRON may



AMENAH F. PANGANDAMAN

MAGNOLIA CECILIA D. UY

ALVIN CHRISTOPHER J. BECINA

incur additional risks in relation to the same. In view of the foregoing, The Department of Budget and Management acknowledges and confirms, as follows:

- a. In the event that any Personal Data shall be disclosed in relation to this Agreement, The Department of Budget and Management warrants and shall ensure that the required consents under the Privacy Laws have been obtained from the relevant Data Subjects (as defined under the Privacy Laws), The Department of Budget and Management (or the Data Subject, as relevant), consents to the Processing of such Personal Data by, in relation to the products and services availed from and through, PETRON, subject to compliance with applicable laws and regulations, and in accordance with the Privacy Statement; and
  - b. The Department of Budget and Management agrees that in relation to the products and services availed from and through PETRON, PETRON shall only be responsible for relaying to The Department of Budget and Management any notices or disclosures required by the law and such will constitute sufficient compliance by, in relation to the products and services availed from and through, PETRON to The Department of Budget and Management. The Department of Budget and Management acknowledges and confirms that withdrawal or withholdings of its consent may restrict the effective execution by in relation to the products and services availed from and through PETRON. The Department of Budget and Management also undertakes to immediately inform PETRON in relation to the products and services availed from and through PETRON of any changes in the Personal Data that have been provided to PETRON.
  - c. The Department of Budget and Management shall comply with the applicable provisions of the Privacy Laws and shall be responsible for such compliance.
8. The Department of Budget and Management warrants and undertakes, for itself and its employees, officers and representatives that:
- i. It has not given or promised to give any sum of money or gift to any PETRON's officers, employees, agents or representatives for this agreement;
  - ii. It has not exerted any unlawful or undue influence to solicit or secure the award of the Agreement and all transactions appurtenant thereto, through an agreement to pay a commission, percentage or contingent fee to PETRON's officers, employees, agents or representatives;
  - iii. It shall immediately notify PETRON of any solicitation made by PETRON's officers, employees, agents or representatives in exchange for any business advantage or benefit in any dealing with PETRON; and





AMENAH F. PANGANDAMAN

MAGNOLIA CECILIA D. UY

ALVIN CHRISTOPHER J. BECINA

- iv. It or its officials or representatives shall not give or promise any such money or gift to any person or exert or utilize such unlawful influence during the affectivity of this Agreement, for the purpose of unlawfully and/or unduly influencing any decision regarding this agreement or to secure or solicit any extension thereof."

9. Indemnification Obligation and Termination for Non-Compliance:

- i. PETRON shall defend, indemnify, and hold harmless DBM, its employees, officers, directors, representatives, successors, and assigns, free and harmless from any actual, reasonable and documented claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) directly arising out of or solely in connection with;
  - a. Any third-party claim, action, or proceeding alleging PETRON's failure to implement the security measures required under:
    - i. This Agreement;
    - ii. RA 10173;
    - iii. Implementing Rules and Regulations of RA 10173 and amendments thereto; and
    - iv. Any issuance, order, or directive by the National Privacy Commission.
  - b. A demonstrated material breach of PETRON's obligations under this Agreement relating to data privacy, cybersecurity, or confidentiality.
- ii. PETRON's non-compliance with its obligations under Section 9 (i) shall constitute a ground for termination of this Agreement by DBM, without prejudice to DBM's right to pursue all other remedies available under this Agreement and other applicable laws; and
- iii. This indemnification obligation shall survive for a period of one (1) year after the termination or expiration of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

  
**AMENAH F. PANGANDAMAN**  
*Secretary*

*for:*

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

  
**MAGNOLIA CECILIA D. UY**  
*Authorized Representative*

  
**ALVIN CHRISTOPHER J. BECINA**  
*Authorized Representative*

*for:*

**PETRON CORPORATION**



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF MANILA ) S.S.

BEFORE ME, a Notary Public for and in the City of MANILA, Philippines on this FEB 14 2025 day of FEB 14 2025, personally appeared the following:

NAME	VALID ID	VALID UNTIL
AMENAH F. PANGANDAMAN	DBM ID No. ____	

MAGNOLIA CECILIA D. UY

ALVIN CHRISTOPHER J. BECINA

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Procurement of Petroleum, Oil, and Lubricants was signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL this FEB 14 2025 day of FEB 14 2025, 2025.

Doc. No. 291 ;  
Page No. 57 ;  
Book No. VII ;  
Series of 2025.

**ATTY. MARIELLE JEMELLE L. LAGUERTA**  
Notary Public for City of Manila - Until Dec. 31, 2025  
Notarial Commission No. 2024-179  
Tower 3, 3K, No. 181 N. Lopez St., Ermita, Manila  
I.B.P. NO. 488207- Dec. 27, 2024 for the year 2025  
PTR. NO. 2041441- Jan. 2, 2025 at Manila  
MCLE NO. VIII-0010660- Valid until 4-14-2028 Roll No. 88314



AMENAH F. PANGANDAMAN

MAGNOLIA CECILIA D. UY

ALVIN CHRISTOPHER J. BECINA