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'LONG OVERDUE'

Treñas: Increase in RPT is reasonable, necessary

By VINCENT P. GRECIA

THE Iloilo City Government calls for the understanding of real property owners in the city following the implementation of an increase in real property tax (RPT).

Mayor Jerry Treñas said, increasing the RPT in the city was long overdue considering that it was not increased since 2006.

Treñas noted that the city is fast developing and the value of real estate

also increased hence the need to also increase the RPT.

He also cited the Mandanas ruling of the Supreme Court which further devolved many national government responsibilities to local government units (LGUs).

"Subong, gatan-aw kita about P500-million ngadugangngagastonaton. It is very unfortunate that because of the pandemic, angaton national share sa Internal Revenue Allotment nanaog. Kay ti mag-isipkana sang share is three years back, so 2024, ang three years ya 2021 –

LONG/ page 2

MORE Power spreads joy making Christmas magical for the Aeta community

This holiday season, MORE Power embraced the spirit of giving by bringing smiles and festive cheer to Brgy. Lanit in Jaro, where they shared the magic of Christmas with the Aeta Community.

Amidst sweet smiles and bubbling excitement, MORE Power's team engaged with the indigenous Aeta people, hosting games, and giving

out prizes, making sure each individual felt the warmth of the season.

The highlight was when the children penned their wishes, and MORE Power took it to heart. Each wish was fulfilled, thanks to the personal donation from every MORE Power employee and their children.

"MORE Power, thank you for everything," expressed

Maricris Villaloso.

Another unforgettable moment for both children and parents was the visit of Jollibee.

"We are truly happy and grateful because we felt the Christmas spirit. Not only our children but also us adults, seeing Jollibee, whom we usually only see on TV. And we're delighted that somehow, we got to eat what they call Jollibee," said Marina Castin.

But it didn't stop there. MORE Power's commitment to the community shone bright with a check donation handed to the Aeta Community's tribal leader, dedicated to supporting livelihood and community projects.

"We are very pleased because there are many places they could go, and they chose to come here and gave us gifts... This is a special gift; before they came, they asked the children about their wishes. The children spoke, and MORE Power actually bought those wishes," expressed the tribal leader, deeply moved by the thoughtful gestures.

The touching experience left a lasting impact on the residents, offering a moment of respite and support amidst their challenges.

"We chose the Aeta tribe because there are

MORE/ page 2



MORE Power embraced the spirit of giving by bringing smiles and festive cheer to the Aeta community in Brgy. Lanit, Jaro, Iloilo City.



Governor Arthur Defensor, Jr. with Bureau of Jail Management and Penology (BJMP) Assistant Regional Director for Operations and Iloilo Provincial Administrator Jail Supt. Vicente Papelera and IDJ Acting Warden Jail Chief Insp. Denver Beltran distribute gift packs to representatives of the different dormitories inside the Iloilo District Jail in Brgy. Nanga, Pototan, Iloilo last Dec. 23, 2023.

Gov. Defensor brings back traditional giftgiving at IDJ

GOVERNOR Arthur Defensor, Jr. brought joy to the 1,100 inmates of Iloilo District Jail (IDJ) in Brgy. Nanga, Pototan, Iloilo as he revived the traditional giftgiving activity on December 23, two days before Christmas.

Gov. Defensor last held the giftgiving activity at IDJ in 2019 before the COVID-19 pandemic.

The tradition was started by the governor's father, former Governor Arthur Defensor, Sr. in celebration of his birthday which falls on Christmas Day, December 25.

Bureau of Jail Management and Penology (BJMP) Assistant Regional Director for Operations and Iloilo Provincial Administrator Jail Supt. Vicente Papelera and IDJ Acting Warden Jail Chief Insp. Denver Beltran assisted Gov. Defensor in the ceremonial distribution of giftpacks to representatives of the different dormitories inside IDJ.

The giftpacks contains toiletries, such as toothpaste, bath soap, and shampoo, and coffee and sugar, among others.

Papelera thanked Gov. Defensor for bringing back his traditional giftgiving

activity which was missed by the IDJ inmates for three years.

Gov. Defensor assured the BJMP officials and inmates of the Iloilo provincial government's continued support in terms of infrastructures and improved facilities.

He also floated the idea of livelihood and skills training for the inmates at the provincial government's Agriculture Research and Training (ART) Center which is located just outside the IDJ.

A Holy Mass presided by Rev. Fr. Ildefonso Cachuella preceded the giftgiving activity.

Also present were Punong Barangay Julie Sequio of Brgy. Nanga and some provincial government department heads and personnel, and the Iloilo Provincial Capitol Press Corps.

The officials and staff of Iloilo Provincial Employees and Community Multi-purpose Cooperative (IPECMPC) also helped facilitate the conduct of Gov. Defensor's giftgiving activity as part of their community service.

As an expression of gratitude, the BJMP gave Gov. Defensor a Certificate of Appreciation and a colorful painting made by inmate Abner Politico. (Capitol News)

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Recognition gives foreign audience a taste of Ilonggo cuisine

ILOILO CITY – The city and province of Iloilo bannered 2023 with their accomplishments that brought Ilonggo cuisine before the attention of an international audience and a best health practice worthy of emulation by other local government units in the country.

Iloilo City takes pride in its cuisine gaining international recognition, a feat earned after its official designation in November this year as the first United Nations Educational, Scientific and Cultural Organization (UNESCO) Creative City of Gastronomy in the Philippines.

Like in 2022, the biggest achievement of this highly urbanized city this year is bringing back Ilonggo's sense of pride with the many recognitions it received, Mayor Jerry P. Treñas said.

"You know the sense of pride is very strong, and it's not easy to have that, where residents feel proud for the city," the mayor added.

This highly urbanized city joined the 350 cities in more than 100 countries

listed on the UNESCO Creative Cities Network (UCCN) in the fields of crafts and folk arts, design, film, gastronomy, literature, media arts and music.

The city government is expected to collaborate and create linkages with other creative cities to improve its culture and economy, particularly in gastronomy, said Prof. Eric Divinagracia, who serves as one of the consultants of the local government in its gastronomy bid.

ZOD achieved

While the city government beams with pride for its banner accomplishment on culinary, the provincial government feels a sense of achievement in its 2023 GalingPook Award for the Zero-Open Defecation Program (ZOD).

Iloilo is the first province to achieve the feat from the Department of the Interior and Local Government (DILG) and its private sector partners.

"For us, it is a validation that the program is good. It is the validation of the work of our department



AWARD-WINNING. The province and city of Iloilo have earned plenty of accolades this 2023. For Iloilo City, it is winning the recognition that brings before the attention of the international audience its best cuisines, and for the provincial government, its best health practice for emulation by local government units in the Philippines. (PNA file photo by PGLena)

AFP: Dialogue with China okay but acts of harassment must stop

The Armed Forces of the Philippines (AFP) on Wednesday said it would ask China to stop interfering with their resupply operations and its harassment of Filipino fishermen plying in the country's exclusive economic zone (EEZ) in the West Philippine Sea (WPS) should the two nations engage in a dialogue to

resolve issues in the region. "Non-interference in our operations is good enough," AFP spokesperson Col. Medel Aguilar said in a message.

Aguilar was referring to the regular rotation and resupply (RORE) missions being conducted by the AFP in support of Philippine outposts in the WPS, which

have been targeted by China's recent aggressive actions.

On Dec. 9, Chinese Coast Guard ships harassed and used water cannons on Bureau of Fisheries and Aquatic Resources vessels engaged in a humanitarian mission in Bajo De Masinloc, damaging one Filipino boat in the process.

The following day, Chinese vessels performed dangerous maneuvers that damaged one Philippine Coast Guard (PCG) ship and one Filipino boat tasked to bring supplies to the contingent aboard the BRP Sierra Madre (LS-57) in Ayungin Shoal.

"Yes. Plus non-

AFP/ page 3

RECOGNITION/ page 3

Victorias City 4PH housing project to start early 2024



HOUSING PROGRAM. Victorias City Mayor Javier Miguel Benitez (left) with Scheirman Construction Consolidated Inc. Director and Chief Strategy Officer Armando Inabangan Jr. during the signing of the joint venture agreement for the development of the Sidlak Village last month. "All papers are done. We are finalizing the design. It will start the first quarter of next year," Benitez said on Friday (Dec. 22, 2023). (Photo courtesy of Victorias City Information Office)

BACOLOD CITY – The City of Victorias in Negros Occidental will begin the construction of housing units under the Pambansang Pabahay Para sa Pilipino Program (4PH) in the first quarter of 2024, Mayor Javier Miguel Benitez said on Friday.

"All papers are done. We are finalizing the design. It will start the first quarter of next year," the mayor said in an interview.

He said the housing project, called the Sidlak Village, will rise on a "very prime location" right beside the city's proposed New Government Center in the city-owned property

in Barangay XIII.

It will have 1,620 housing units across a series of five-story buildings situated on a 2.5-hectare property.

"The master plan will be what we feel it should be developed. You have a government center close to your house, close to school, close to a clinic, an evacuation center, and a multi-purpose hall," Benitez said.

He added that the city's housing project will have 32 percent green space, which refers to areas for parks and gardens, beyond the 20 percent pushed by the Department of Human Settlements and Urban Development (DHSUD).

Last month, Benitez, on behalf of the city government, signed a joint venture agreement (JVA) to develop the Sidlak Village with

Scheirman Construction Consolidated Inc.

The collaboration covers financing, design, construction, and development of a mixed-used integrated infrastructure for housing and a sustainable community.

The signing of the JVA complies with the memorandum of agreement between the city government, DHSUD, and the Pag-IBIG Fund in February this year.

The provision of dignified human settlements to all Victorias residents is part of the six-point agenda of Benitez's administration.

"We are moving towards a more conscious and forward-looking human settlement that will withstand the modern problems of every human community," the mayor said. (PNA)

LONG ... (from page 1)

pandemic gid. Pag-pandemic nanaogang collection sang national government. And you have to understand ngaparehasa DOH, ang gin-download saaton 180 million, angsa POPCOM daw 28 million para sa condom, pills kagiban pa nga commodities," Treñas explained.

The mayor noted stressed that the business sector, such as the Iloilo Business Club and Philippine Chamber of Commerce and Industry (PCCI) Iloilo Chapter, and the major taxpayers were consulted prior to the implementation of the RPT increase.

Earlier, Riverside Group

of Companies wrote Mayor Treñas complaining about the staggering amounts of increase in their assessed RPT.

Riverside Group of Companies comprises Riverside Holdings, Inc. and Riverside Boardwalk Properties, Inc., owners and operators of commercial properties in Molo and the Riverside Boardwalk and other commercial properties in Mandurrao.

Based on their letter, Riverside Boardwalk Properties, Inc. was only assessed PHP 584,283.56 in 2023, but for 2024 it increased to PHP 7,564.856.93. Same with

Riverside Holdings, Inc. which was assessed PHP 376,119.76 in 2023, but for 2024 it increased to PHP 3,330,504.58.

Treñas clarified that the amount mentioned by Riverside Group of Companies does not refer to their actual RPT but the market value of their properties.

He said, to get the actual RPT the market value will have to be multiplied to the assessed value of the property.

He urged property owners to go to the City Hall and have their RPT computed in order to be clarified.

"There are even areas in Oton and Leganes, which are just adjoining our barangays nga mas taasangila to rate... mas nubo pa ganiangaton actual kesa-saila. Angnatabolanggaling kay tidaw after 18 years man lang kitanagpasakatidawnakibots ilaperotikontuod-tuodonmo, indigid man dakoangsaka ta kag commensurate man sa actual value," Treñas added.

RPT, levied on all types of real properties including lands, buildings and improvements, is the primary source of revenue for LGUs to fund their various programs and projects.

MORE ... (from page 1)

many children here, who really need help. This year and the coming years, we plan to continue giving to various communities," affirmed Sarah Diana Habacon, Human Capital Manager at MORE Power, showcasing their ongoing commitment to community welfare.

In the spirit of the season, MORE Power

radiated the true essence of Christmas by spreading love, joy, and hope within the Aeta Community.

This marks the fourth year in which MORE Power conducts gift-giving to 10 selected charitable institutions to provide Christmas donations. And this year, one of them is the Ati Community in Lanit, Jaro.

Ayuda in 2024 budget to help vulnerable Filipinos cope with El Niño

A leader of the House of Representatives on Wednesday said the new cash transfers and other forms of subsidies in the 2024 national budget are expected to help vulnerable sectors cope with the potential rise in commodity prices due to the impact of El Niño.

In a statement, House Minority Leader

and 4Ps Party-list Rep. Marcelino Libanan said the various forms of government support, such as expanded cash aid and food stamps, would serve as a "buffer" and provide relief to disadvantaged households as the weather event could dampen farm harvests and overall agricultural productivity next year.

"Along with the recent

increases in the regional minimum wage rates, the subsidies will help struggling families grapple with the upward pressure on consumer prices," Libanan said.

He noted that the tripartite wages and productivity boards in 16 regions have ordered increases ranging from PHP30 to PHP50 in the daily minimum wage

of workers employed in private establishments.

These pay adjustments, Libanan said, are expected to benefit an estimated 3.82 million workers receiving the minimum wage rate.

Speaker Martin Romualdez earlier announced that Congress introduced in the 2024 national budget a PHP60-billion program called AyudasaKaposang Kita (AKAP), which will provide a one-time PHP5,000 cash payment to 12 million poor and low-income households.

Next year's spending law also includes another PHP30 billion for the Tulong Panghanapbuhay sa Ating Disadvantaged or Displaced Workers (TUPAD), and PHP23 billion for the Assistance to Individuals in Crisis Situation (AICS).

Libanan said the subsidies are on top of the PHP112.8 billion earmarked to pay for the cash transfers to 4.4 million households under the Pantawid Pamilyang Pilipino Program (4Ps).

Romualdez said Congress has also earmarked funds under the PHP5.768-trillion 2024 national budget to implement a government program that would drive down the price of quality rice through monthly rice discount vouchers for almost half of 28 million Filipinos.

"This subsidy program is our strong response to President Ferdinand 'Bongbong' Marcos Jr.'s call to the House of Representatives to come up with means to bring down the price of rice for disadvantaged Filipino families in difficult situations. It will benefit seven million families across legislative districts in the country, or roughly 28 million people," he said.

The new program

aims to allow low-income families to buy 25 kilograms of affordable and good-quality rice monthly using Cash Assistance and Rice Distribution (CARD) as a discount voucher.

According to the forecast of the Department of Science and Technology, at least 65 provinces in the country may experience moderate-to-severe drought conditions from February to May next year due to a "strong" El Niño. (PNA)

RECOGNITION ... (from page 2)

heads, employees, local government units, municipal health offices, barangay governments, and our barangay health functionaries," said Iloilo Governor Arthur Defensor Jr.

He added that through a whole-of-the-province approach, the ZOD gained recognition because it mobilized everyone for the project to succeed.

The United Nations Children's Emergency Fund (UNICEF) introduced ZOD to the province after Typhoon Yolanda (Haiyan) in 2023.

It achieved the ZOD Grade 1 status, which means there is an available toilet for every 15 persons in its 1,721 barangays and 43 local government units (LGUs), in 2022.

The city and province have a long list of accolades from the private sector

and national government agencies this 2023, which they both attributed to stakeholders' support.

However, their robust economies are worth mentioning as these are signs of recovery after the health pandemic.

Both the city and province registered a positive growth in their gross domestic product in 2022, based on the Philippine Statistics Authority (PSA) report.

The report showed the province's economy in 2022 grew by 8.5 percent compared to 4.5 percent in the preceding year, while the city posted a growth rate of 9.6 percent in 2022 versus 6.8 percent in 2021.

The services industry delivered 14 percent, and industries grew 7 percent, although agriculture posted a negative growth of 5 percent.

"The economic activity in the province has increased. That is very significant for us. We have yet to come up with an economic report. We will come up with something more organized that we will present to the public as the achievement of the province in the area of economy," Defensor said.

Iloilo City's economy was fueled by accommodation and food service activities that grew by 52 percent, other services by 41 percent, and construction by 39.6 percent.

"Our common efforts to attract investors and propel economic activities have paid off. The productive results will strengthen the city's standing as a leading investment destination and sustain the momentum of continued development for the benefit of Ilonggos," Treñas said. (PNA)

AFP ... (from page 2)

harassments of our fishermen within the country's EEZ," Aguilar said when asked if he would consider it an act of good faith should China comply with their first demand.

However, he said these demands are for the military alone.

"That's only for the AFP, DFA (Department of Foreign Affairs), DENR (Department of Environment and Natural Resources (DENR). And DOTr (Department of Transportation) with the PCG under them (may have their own)," Aguilar said.

On Tuesday, National Security Council (NSC) Assistant Director General Jonathan Malaya said that while they welcome China's offer of dialogue, it must first immediately stop its bullying, aggressive actions and illegal moves in the WPS as it seriously undermines regional peace and security.

This is in response to Beijing's accusation that Manila is encroaching on its territory and making provocative actions in the WPS.

Beijing, however, said it is ready to work with Manila to resolve maritime issues.

"China's illegal exercise of maritime law enforcement powers, interference with Philippine vessels, harassment and intimidation of Filipino fisherfolk, and other activities that infringe upon the Philippines' sovereignty and jurisdiction in the WPS are clear violations of international law," he added.

Malaya said dialogue can only succeed in an atmosphere of mutual respect and sincerity between two sovereign nations.

He said China is the only country that believes in its narrative and propaganda, and not a single nation has expressed support for its claim of the entire South China Sea.

"The root of all these tensions is its non-adherence to international law, UNCLOS (United Nations Convention on the Law of the Sea), and the 2016 Arbitral Award. As the world has seen, it is not the Philippines that has been engaged in provocations, bullying and aggressive actions in the West Philippine Sea. In fact, the Philippines has been very restrained and responsible but the same cannot be said of China," he added. (PNA)

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NOTICE

The public is informed that on **JANUARY 6, 2024** an Auction Sale will be held at 9:00 AM for all unredeemed Jewelries & Articles the condition of which have expired.

THE MANAGEMENT

PAHIBALO

Ginapahibalo ang tanan nga sa **ENERO 6, 2024** pagahiwaton ang baligyaanay sang mga alahas kag pagkabutang nga wala magawad nga sa diin ang mga plasos nga ginkasugtan natapos na.

ANG TAGDUMALAHAN

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NOTICE

This is to inform the public that on **JANUARY 5, 2024**, an AUCTION SALE will be held at 9:00 A.M. for all unredeemed jewelries and articles the conditions of which have expired.

THE MANAGEMENT

PAHIBALO

Ginapahibalo ang tanan nga sa **ENERO 5, 2024**, pagahiwaton ang baligya-anay mga alas 9:00 sa aga para sa tanan nga mga alahas kag pagkabutang nga wala magawad nga sa diin ang mga plasos nga ginkasugtan natapos na.

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FORECLOSURE NO. F-10898-23

FOR: EXTRA-JUDICIAL FORECLOSURE
 OF REAL ESTATE MORTGAGE UNDER
 ACT NO. 3135, AS AMENDED
 BY ACT NO. 4118

BANK OF THE PHILIPPINE ISLANDS
 (SUCCESSOR-IN-INTEREST OF BPI
 FAMILY SAVINGS BANK, INC.),
Petitioner-Mortgagee,

-versus-

SPS. JOHN CARLO HERBILLA TIAMPONG
 and EMELYN BUGNA TIAMPONG
Respondent/s-Mortgagor/s-Borrower/s.

X-----X

SHERIFF'S NOTICE OF SALE AT PUBLIC AUCTION

Upon extra-judicial petition for sale under Act No. 3135, as amended by Act No. 4118 filed by the *petitioner-mortgagee* BANK OF THE PHILIPPINE ISLANDS (SUCCESSOR-IN-INTEREST OF BPI FAMILY SAVINGS BANK, INC.), a banking institution duly organized and existing under the laws of the Philippines, with principal office and place of business at 109 Dela Rosa St., corner Paseo de Roxas, Makati City, Philippines against *respondent/s-mortgagor/s-borrower/s* SPOUSES JOHN CARLO HERBILLA TIAMPONG and EMELYN BUGNA TIAMPONG with residence and postal address at Lot 4, Block 28, Denmark St., Puerto Real Subdivision, Lapaz, Iloilo City and/or Unit 438, The Uptown Place, General Luna St., Iloilo City, to satisfy the mortgage indebtedness which as of October 20, 2023 amounted to **FOUR MILLION ONE HUNDRED FORTY THOUSAND FOUR HUNDRED ELEVEN PESOS & 93/100 (P4,140,411.93)**, Philippine Currency, exclusive of interest, penalties and other charges, plus attorney's fees, publication cost, Sheriff's legal expenses and other incidental expenses of foreclosure and auction sale, the *Ex-Officio Sheriff of Iloilo* or any of his *lawful deputies* will sell at public auction on **FEBRUARY 7, 2024** at 10:00 o'clock in the morning at the **Office of the Clerk of Court, Regional Trial Court, Ground Floor, Chief Justice Ramon Q. Avanceña Hall of Justice, Bonifacio Drive, Iloilo City**, to the **HIGHEST BIDDER**, for **CASH** or **MANAGER'S CHECK** and in Philippine Currency, the following real properties, including buildings and all improvements found thereon, to wit:

Registry of Deeds for Iloilo City
**Condominium Transfer Certificate of Title
 No. 095-2016000004**

"IT IS HEREBY CERTIFIED that the unit identified and described as:

UNIT 438 LOCATED AT THE FOURTH FLOOR WITH AN AREA OF THIRTY ONE POINT TWENTY EIGHT (31.28) SQUARE METERS.

In the diagrammatic floor plan appended to the enabling or master deed of the condominium project annotated on TRANSFER CERTIFICATE OF TITLE 2011000816 which embraces and describes the land located at GENERAL LUNA ST., ILOILO CITY, PHILIPPINES with an area of FIVE THOUSAND SEVEN HUNDRED SEVENTY TWO (5,772) Square Meter, is registered in the name of:

Owner: SPOUSES EMELYN B. TIAMPONG AND JOHN CARLO H. TIAMPONG, OF LEGAL AGE, FILIPINO CITIZENS

Address: BLOCK 28 LOT 4 DENMARK ST., PUERTO REAL SUBDIVISION, LAPAZ, ILOILO CITY, PHILIPPINES."

All sealed bids must be submitted to the undersigned on the aforementioned time and date. In the event the public auction should not take place on the said date, it shall be held on **FEBRUARY 14, 2024** at the same time and place aforementioned without further notice.

Prospective buyers and/or bidders are hereby enjoined to investigate for themselves the title of the above-described properties and encumbrances existing thereon, if any there be. Let this Notice of Sale be published and posted in accordance with the provisions of law.

Iloilo City, Philippines, December 5, 2023.

(SGD.) RITO RUEL A CASTEN
 Sheriff IV/Sheriff-In-Charge

(SGD.) ATTY. GERRY D. SUMACULUB
 Clerk of Court VII and
 Ex-Officio Sheriff of Iloilo

WARNING:
 It is absolutely prohibited to remove, deface or destroy this Notice of Sale on or before the date of sale, under penalty of law.

NE/Dec. 25, 2023 & Jan. 1 & 8, 2024

DMW: Thousands of OFWs in Taiwan, Hong Kong to benefit from wage hike

Thousands of overseas Filipino workers (OFWs) based in Taiwan and Hong Kong are expected to benefit from the new wage hike which takes effect on Jan. 1, 2024.

"We thank Taiwan's Ministry of Labor and the Hong Kong Special Administrative Region Labor Department respectively for enacting wage legislation that recognizes the work of our OFWs and their contribution to the economic development of their host countries," Department of Migrant

Workers (DMW) officer-in-charge Undersecretary Hans Leo Cacdac said in a news release Wednesday.

Cacdac said the new wage order issued by Taiwan's Ministry of Labor (MOL) mandates a 4.05 percent increase in the monthly minimum salary of factory workers from NT\$ (New Taiwan Dollar) 26,400 or equivalent to PHP46,378.70, to NT\$ 27,470 or PHP48,223.43.

The same wage order also increases the minimum hourly wage by NT\$7, or from NT\$176 equivalent

to about PHP312.80, to NT\$183 or PHP321.48.

Data from the MOL shows that as of October, about 151,562 Filipinos are working in Taiwan, with 123,768 working in the manufacturing sector.

The DMW projects another 17,721 workers in this category to be hired by the end of the year.

Meanwhile, a similar wage legislation approved by the Hong Kong Labor

Department will also benefit OFWs working as foreign domestic helpers (FDH) or household service workers (HSWs).

The Migrant Workers Office in Hong Kong (MWO-HK) reported that as of August this year, there are 196,364 OFWs working as HSWs or FDHs in the Chinese special administrative region and some 40,000 HSWs representing new hires

DMW / page 5

EXTRAJUDICIAL SETTLEMENT OF ESTATE WITH WAIVER OF RIGHTS

Notice is hereby given that the estate of the late **RELLIE D. LIZA** consisting of the following: 1) **Transfer Certificate of Title No. 18277, Lot 8231-F-1 Psd-06-044629**, being a portion of Lot 8231-F, Psd-06-011056, situated in Poblacion, Bingawan, Iloilo with an area of **TWO THOUSAND FIVE HUNDRED FIFTY (2,550 square meters, more or less;** 2) **Transfer Certificate of Title No. 095-2016001622, Lot 14, Block 15** of the subdivision plan Psd-77339, being a portion of Lot 2399-F of Plan Psd-5077, L.R.C. Record No., situated in Bito-on and Buhang, Jaro, Iloilo City with an area of **THREE HUNDRED FIFTY SIX (356) square meters, more or less;** 3) **Transfer Certificate of Title No. 095-2011003066, Lot 3472-C-2** of the subdivision plan (LRC) Psd-148128, being a portion of 3472-C (LRC) Psd-136937, LRC Cad. Rec. No. 1, situated in Lapaz, Iloilo City with an area of **FIVE HUNDRED (500) square meters, more or less;** 4) **Tax Dec. No. 15-03-001-00030**, improvement situated in Brgy. Arguelles, Jaro, Iloilo City; 5) **Tax Dec. No. 15-03-001-00031**, improvement situated in Brgy. Arguelles, Jaro, Iloilo City; and 6) **Tax Dec. No. 15-04-036-00431**, improvement situated in Brgy. TabucSuba, Lapaz, Iloilo City are adjudicated to heirs **Rellie H. Liza, Jr., Rynelle H. Liza, Renfort H. Liza, Ryan H. Liza, and Nelda H. Liza**. That, **Rellie H. Liza, Jr., Rynelle H. Liza, Renfort H. Liza, and Ryan H. Liza** agreed to WAIVE, CEDE, and CONVEY unto their mother **Nelda H. Liza** the following properties: **Transfer Certificate of Title No. 095-2011003066, Tax Dec. No. 15-03-001-00030, Tax Dec. No. 15-03-001-00031, and Tax Dec. No. 15-04-036-00431**. That, **Nelda H. Liza, Rellie H. Liza, Jr., Renfort H. Liza, and Ryan H. Liza** agreed to WAIVE, CEDE, and CONVEY unto their co-heir **Rynelle H. Liza** the following property: **Transfer Certificate of Title No. 095-2016001622**; That, **Nelda H. Liza, Rellie H. Liza, Jr., Rynelle H. Liza, and Ryan H. Liza** agreed to WAIVE, CEDE and CONVEY unto to their co-heir **Renfort H. Liza** the **one-half (1/2) share** of the following property: **Transfer Certificate of Title No. 18277**. Entered in the notarial registry of **Atty. Cristine Clea Cuadras** per Doc. No. 369, Page No. 75, Book No. IV, Series of 2023.

NE/Dec. 25, 2023, Jan. 1 & 8, 2024

Republic of the Philippines
 Province of Iloilo
 Municipality of Janiuary

OFFICE OF THE MUNICIPAL CIVIL REGISTRAR
 -ooOoo-

NOTICE TO THE PUBLIC

In compliance with the publication requirement and pursuant to OCRG Memorandum Circular No. 2013-1, Guidelines in the Implementation of the Administrative Order No. 1 Series of 2012 (IRR on R.A. 10172), Notice is hereby served to the public that **DOLORES B. ABONO** has filed a petition for **Correction of entry** in the **CHILD'S SEX** in the birth certificate of **MARC ANTHONY BUHAY ABONO** from **"FEMALE"** to **"MALE"**, whose parents are **DOLORES DELECHE BUHAY** and **RONALD MUÑEZA ABONO**.

Any person adversely affected by said petition may file his/her written opposition with this Office.

(SGD.) ANA LISA M. CORNELIO
 OIC-Office of the Mun. Civil Registrar

NE/Dec. 25, 2023 & Jan. 1, 2024

REPUBLIC OF THE PHILIPPINES
 REGIONAL TRIAL COURT
 6TH JUDICIAL REGION
BRANCH 22
 ILOILO CITY
rtc1ilo22@judiciary.gov.ph
 033-3279706

SPECIAL PROC. No. 23-15521

For: **Correction of Entry of the Date of Birth in the Certificate of Live Birth**

IN RE: **PETITION FOR CORRECTION OF ENTRY IN THE CERTIFICATE OF LIVE BIRTH OF ORLAN DIGNADICE OCANA UNDER LCR NO. 1506**

ORLAN DIGNADICE OCANA
 Petitioner,

-versus-

**THE CIVIL REGISTRAR GENERAL
 CITY CIVIL REGISTRAR OF ILOILO
 AND PHILIPPINE STATISTICS AUTHORITY**
 Respondents.

X-----X

ORDER

Before this Court is a verified Petition for Correction of Entry in the Certificate of Live Birth of **ORLAN DIGNADICE OCANA** under **LCR No. 1505**, filed by herein Petitioner **Oral Dignadice Ocana**. He prays that after due notice and hearing, an order be issued directing the Office of the Civil Registrar General and The Local City Civil Registrar of Iloilo to correct the date of birth on Entry No. 6 of the Certificate of Live Birth with Registry Number 1505 of **Orlan D. Ocana**, particularly:

Date of Birth: From **March 11, 1967** Top: **December 8, 1966**

WHEREFORE, let the initial hearing of the petition be set on **February 20, 2024** at 8:30 o'clock in the morning.

At the petitioner's expense, let copy of this Order be published for three (3) consecutive weeks in a newspaper of general circulation in the City and Province of Iloilo.

Let copy of this order be posted in at least three (3) conspicuous public places in the Iloilo City Hall, the public market of Lapaz, Iloilo City and at the main entrance of the Chief Justice Ramon Q. Avanceña Hall of Justice, Iloilo City, so that any person who may have interest thereto may appear to show cause, why this petition should not be granted.

Furnish copy of this Order the Solicitor General, The Local Registrar of Iloilo City and the Philippine Statistics Authority, as well as the petitioner through his council on record.

SO ORDERED.

Iloilo City Philippines, November 17, 2023.

(SGD.) REDENTOR E. ESPERANZA
 Presiding Judge

NE/Dec. 25, 2023 Jan. 1 & 8, 2024

BFP tells firecracker vendors to secure safety certificate

SAN JOSE DE BUENAVISTA, Antique – Firecracker vendors in Antique need to secure their Fire Safety Inspection Clearance (FSIC) before they are allowed to sell in areas designated as firecracker and pyrotechnic zones by local government units (LGUs).

BFP Antique Information Officer Fire Officer 2 Eulie May Raymaro said on Friday that the FSIC is a prerequisite for the special business permit issued by LGUs for the Christmas holidays.

“The fire safety inspectors of the respective municipal fire stations will inspect first the compliance of vendors before they could be given the FSIC,” she said in an interview.

BFP made the reminder while waiting for a list of firecrackers and other pyrotechnic zones identified by LGUs.

Vendors must have fire extinguishers or buckets filled with water at the firecracker zone.

“Testing of the firecrackers and pyrotechnics will not be allowed within the designated zones,” she said.



FIRE SAFETY. Bureau of Fire Protection (BFP) personnel in the Municipality of Patnongon, Antique, distribute information and education campaign fliers as part of the OplanPaala-ala IwasPapatok 2023, on Friday (Dec. 22, 2023). BFP Antique Information Officer Fire Officer 2 Eulie May Raymaro said in an interview Friday (Dec. 22, 2023) that vendors must secure the Fire Safety Inspection Clearance (FSIC) before they sell firecrackers. (Photo courtesy of BFP Patnongon)

Cigarette smoking within the designated firecracker and pyrotechnic zones is banned.

Raymaro also reminded them that selling firecrackers and pyrotechnic devices

such as Judas’ belt and Goodbye Philippines is prohibited because of the danger they pose to the public.

She added they hoped to maintain their zero firecracker and pyrotechnic-related incident status in Antique.

The BFP was on a red alert from Dec. 15, 2023,

until Jan. 5, 2024.

Meantime, as part of the OplanPaala-ala IwasPapatok2023, the BFP distributes fire safety tip fliers to the public and encourages them to ensure that products such as Christmas light decors pass the Department of Trade and Industry-Bureau of Philippine Standards. (PNA)

DMW ... (from page 4)

and those with renewed contracts.

Additionally, an estimated 205,000 Filipino HSWs in Hong Kong are expected by January 2024.

Under the new wage measure, OFWs working as FDHs will receive a minimum allowable wage of (Hong Kong Dollar) HK\$4,870 or PHP38,010.35, which is equivalent to a HK\$140 increase from the

previous rate of HK\$4,730 or PHP36,917.65.

The same wage order also raised the allowable food allowance for FDHs to HK\$1,236 or PHP9,649.98 from the previous rate of HK\$1,196 or PHP9,334.78.

The wage increase in Hong Kong shall apply only to FDH contracts signed on or after Sept. 30 this year. (PNA)

AGENCIA CENTRAL

168 Aldeguer Street, Iloilo City

NOTICE

The public is informed that on **JANUARY 15, 2024**, an Auction Sale will be held at 9:00 – 10:00 AM for all unredeemed jewelries and articles the conditions of which have expired.

The Management

PAHIBALO

Ginapahibalo ang tanan nga sa **ENERO 15, 2024** pagahiwaton ang baligyaanay mga alas 9:00 – 10:00 sa aga para sa tanan nga mga alahas kag pagkabutang nga wala magawad nga sa diin ang mga plasos nga ginkasugtan natapos na.

Ang Tagdumalahan

REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
6TH JUDICIAL REGION
OFFICE OF THE CLERK OF COURT
and EX-OFFICIO SHERIFF OF ILOILO
Chief Justice Ramon Q. Avanceña Hall of Justice
Bonifacio Drive, Iloilo City
rtc1ilooc@judiciary.gov.ph
(033) 3353190
-oOo-

FORECLOSURE NO. F-10888-23

FOR: EXTRA-JUDICIAL FORECLOSURE
OF REAL ESTATE MORTGAGE UNDER
ACT NO. 3135 AS AMENDED
BY ACT NO. 4118

UNIONBANK OF THE PHILIPPINES
Mortgagee,

-versus-

SHIELLA L. ANSINO
Debtor/Mortgagor.

X-----X

SHERIFF'S NOTICE OF SALE AT PUBLIC AUCTION

Upon extra-judicial petition for sale under Act No. 3135 as amended by Act No. 4118 filed by the **mortgagee UNIONBANK OF THE PHILIPPINES**, banking institution duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at Union Bank Plaza Building, Meralco Avenue corner Onyx and Sapphire Roads, Ortigas Center, Pasig City, Metro Manila, against **debtor-mortgagor SHIELLA L. ANSINO**, single, of legal age, Filipino with postal address at Brgy. San Juan Crisostomo, Anilao, Iloilo and/or Lot 25, Block 22, Lumina Homes Iloilo, Brgy. Abilay Norte, Oton, Iloilo represented by her duly designated Attorney-in-Fact, **NERLYN A. DIVINAGRACIA**, by virtue of Special Power of Attorney dated April 04, 2019 to satisfy the mortgage indebtedness which as of **October 31, 2023** amounted to **ONE MILLION EIGHTY ONE THOUSAND FIVE HUNDRED SIXTY ONE PESOS & 92/100 (P1,081,561.92)**, Philippine Currency, inclusive of interest, penalties and other charges, plus attorney’s fees, publication cost, Sheriff’s legal expenses and other incidental expenses of foreclosure and auction sale, the **Ex-Officio Sheriff of Iloilo or any of his lawful deputies** will sell at public auction on **JANUARY 24, 2024** at 10:00 o’clock in the morning at the **Office of the Clerk of Court, Regional Trial Court, Chief Justice Ramon Q. Avanceña Hall of Justice, Bonifacio Drive, Iloilo City**, to the **HIGHEST BIDDER**, for **CASH** or **MANAGER’S CHECK** and in Philippine Currency, the following real property, including buildings and all improvements found thereon, to wit:

Registry of Deeds for Iloilo, Iloilo
Transfer Certificate of Title
No. 090-2021008962

IT IS HEREBY CERTIFIED that certain land situated in BARANGAY OF ABILAY NORTE, MUNICIPALITY OF OTON, PROVINCE OF ILOILO, ISLAND OF PANAY, bounded and described as follows:

LOT NO: 25 BLOCK NO: 22 PLAN NO: PCS-06-006730
PORTION OF: CONS-SUBD. SURVEY OF 4-C, LOT 5-A, LOT 5-B ALL OF
BSD-06-00032 (OLT) & LOT 6 (LRC) PCS-1217

Is registered in accordance with the provision of the Property Registration Decree in the name of

Owner: SHIELLA L. ANSINO, SINGLE, OF LEGAL AGE, FILIPINO
Address: BRGY. SAN JUAN CRISOSTOMO, ANILAO, ILOILO

X X X
AREA: THIRTY SIX SQUARE METERS (36), MORE OR LESS”

All sealed bids must be submitted to the undersigned on the aforementioned time and date. In the event the public auction should not take place on the said date, it shall be held on **FEBRUARY 7, 2024** at the same time and place aforementioned without further notice.

Prospective buyers and/or bidders are hereby enjoined to investigate for themselves the title of the above-described property and encumbrances existing thereon, if any there be. Let this Notice of Sale be published and posted in accordance with the provisions of law.

Iloilo City, Philippines, **November 15, 2023.**

(SGD.) ATTY. GERRY D. SUMACULUB
Clerk of Court VII and
Ex-Officio Sheriff

(SGD.) RITO RUEL A. CASTEN
Sheriff IV/Sheriff-In-Charge

WARNING:
It is absolutely prohibited to remove, deface or destroy this Notice of Sale on or before the date of sale, under penalty of law.

NE/Dec. 18, 25, 2023 & Jan. 1, 2024

Republic of the Philippines
Local Civil Registry Office
Province of Iloilo
Municipality of Janiuay

NOTICE OF PUBLICATION

In compliance with Section 5 of Republic Act Number **9048**, a notice is hereby served to the public that

Haydee J. Nillos has filed with this Office a petition for Change of First Name from **JIMMY** to **JOSE JIMMY** in the birth certificate of **JIMMY P. NILLOS** who was born on **July 16, 1964** at **Janiuay, Iloilo** and whose parents are **Nicolas Nillos** and **Milagros Palmejar**.

Any person adversely affected by said petition may file his written opposition with this office.

(SGD.) ANA LIZA M. CORNELIO
OIC-Office of the Mun. Civil Registrar

NE/Jan. 1, 2024 & Jan. 8, 2024

Republic of the Philippines
Local Civil Registry Office
Province of Iloilo
Municipality of Janiuay

NOTICE OF PUBLICATION

In compliance with Section 5 of Republic Act Number **9048**, a notice is hereby served to the public that

Shirley Pama Guillermo has filed with this Office a petition for Change of First Name from **EVANGELINE** to **SHIRLEY** in the birth certificate of **EVANGELINE PAMA** who was born on **November 5, 1957** at **Janiuay, Iloilo** and whose parents are **Crispin Pama** and **Florcefida Ferreras**.

Any person adversely affected by said petition may file his written opposition with this office.

(SGD.) ANA LISA M. CORNELIO
OIC, Municipal Civil Registrar

NE/Dec. 25, 2023 & Jan. 1, 2024



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Be on guard

Editorial

There is a new COVID variant, classified by the Geneva-based World Health Organization as a variant of interest due to its “rapidly increasing spread.”

“WHO is classifying the variant JN.1 as a separate variant of interest from the parent lineage BA.2.86 (which) was previously classified as VOI as part of BA.2.86 sublineages,” WHO said in a media advisory.

“Based on available evidence, the additional global public health risk posed by JN.1 is currently evaluated as low,” it added.

Based on available evidence, WHO said JN.1 poses a low global health risk – which is heartening – and added current vaccines still serve as protection against severe disease and death from JN.1 and other variants of SARS-CoV-2, the virus that causes COVID-19.

Another backrest for relief is the assurance by the Department of Health that existing vaccines against COVID-19 remain effective against JN.1.

Health Undersecretary Eric Tayag said in an

interview: “We have yet to receive evidence the vaccines we receive, even the new vaccines available in other countries, do not offer protection.”

Tayag’s statement chased the DOH report that it recorded 18 cases of JN.1 in the Philippines – all of which have since recovered.

Tayag was careful and said the DOH remains on guard against the subvariant because JN.1 has been declared a variant of interest by the WHO.

Aside from this, cases of influenza, respiratory syncytial virus and common childhood pneumonia are on the rise.

WHO itself continues to monitor evidence, and said it will update the risk evaluation of JN.1 as needed.

It has appealed to the public to practice measures to avoid infection and illnesses.

These should help protect the population: wearing a mask in crowded, enclosed, or poorly ventilated areas; keep a safe distance from others, as feasible; improve ventilation; practice respiratory etiquette — covering coughs and

sneezes; clean your hands regularly; stay up to date with vaccinations against COVID-19 and influenza, especially if you are at high risk for severe disease; stay home if you are sick; and get tested if you have symptoms, or if you might have been exposed to someone with COVID-19 or influenza.

Tayag advised the public to still get vaccinated or boosted against COVID-19, and continue practicing health protocols like hand washing and social distancing.

We understand symptoms of JN.1 infection do not differ from those of flu-like illnesses, which include coughs, fever and sore throat that usually last from three to five days.

At this point experts admit it’s hard to differentiate JN.1 from other influenza-like illness symptoms.

We would rather err on the side of caution than have regrets later. (manilastandard.net)

Onward forward with an eye backward

“I have squandered my days with plans of many things... For all we ought to have thought and have not thought; all we ought to have said, and have not said; all we ought to have done and have not done; I pray, thee God, for forgiveness.”- Antonio Banderas, from the movie “13th Warrior”.

New Year is almost upon us and like always, many of our countrymen are thinking about their media noche, fireworks and New Year’s resolutions. For many Filipinos, it is a time of hope, celebration and a chance to start anew and forget the hardships and failure of the year that was. Unfortunately, for some Filipinos, New Year’s Day is a time of trepidation, regret, and at worse, a sense of extreme sadness for those who feel that they have reached the nadir of their sufferings. For them, they are unable to let go of the negative experiences of the past year.

New Year parties or reunions are often an additional source of anxiety for some. Questions about marriage, kids, career and even questions about weight thrown to thirty or forty old nephews and nieces by their relatives trigger regret and put pressure on them.

There was this Korean drama show where the

lead actor observed that he envied his cat who seemed to live in the present. According to him, humans are the only species that lock themselves in time and age. Humans feel that at certain ages, we should have achieved or done something. I know some 30-year-old friends and family who feel that life is passing them by every time the New Year countdown begins.

Some people say that to solve this New Year blues, we should reboot every New Year and forget all negative thoughts and memories. New Year for them is a chance to start with a clean slate. Their motto is “Onward Forward Always”. Some people partially disagree and claim that negative experiences serve a purpose in life. These experiences are supposed to teach us a lesson. We are supposed to use them to avoid the same mistakes and to find ways to be better.

Perhaps, we would do well to remember how the Jan. 1 New Year celebration began. In 46 BC, Julius Caesar, emperor of ancient Rome, initiated the practice of celebrating New Year on Jan. 1. It was done partially because the calendar “needed correction”. It was also done partially to honor Janus who was the Roman deity for beginnings. It is said

OBLIQUE OBSERVATIONS

BY ATTY. GILBERT LAUENCO, J.D.

that Janus had two faces which allowed him to look forward into the future and look back into the past. As such, New Year was both an anticipation of the future colored with the lessons of the past.

There is a prayer made famous by the character played by Antonio Banderas in the movie titled, “The 13th Warrior” which is the quote I cited at the beginning of this article. It is about regretting the things not done but without carrying it forward. Maybe this New Year, we can try this philosophy. We can remember the past and acknowledge it and then we can look forward to the future. Let us not pressure ourselves about expectations. Let us just accept these things and use them to address the things that may “need correcting” in our lives.

This New Year, maybe we can try a new motto: “Onward forward with an eye backward!”

This is my oblique observation. Happy New Year everyone!

Christmas and Traffic: Navigating the Festive Gridlock

Why is it that we always experience nightmarish traffic in Metro Manila during the Christmas holidays? We call it the Christmas rush when traffic is not moving at all. Filipinos call it “carmageddon” to illustrate the severity of traffic.

The Metropolitan Manila Development Authority (MMDA) announced as early as Dec. 7 that the public should expect the start of heavy traffic, leading to the Christmas season. Indeed, the monstrous traffic jams at SLEX, NLEX, EDSA, C5, and on arterial roads are miseries to everyone. Not even the clearing of Mabuhay lanes can ease the traffic situation in Metro Manila.

Christmas has become synonymous with traffic, even in major cities such as Baguio and Cebu.

Traffic during the Christmas season has become a natural thing. I have been stuck in traffic countless times, so I know how it feels to be sitting inside your car and watching as time passes by and, indubitably, burning needless fuel. Many studies have already been conducted to prove the monetary effects of traffic.

No less than National Economic and Development Authority chief Arsenio Balisacan acknowledged that time lost by people in Metro Manila traffic and the cost of operating vehicles in gridlock amount to PHP3 billion a day. He admits that this is even a conservative estimate. How much more during the Christmas season when we experience carmageddon?

In 2016, the vice chairman of the Climate Change Commission (CCC), Sec. Emmanuel de Guzman, said that according to a global GPS-based survey, Metro Manila has the worst traffic on Earth. Some 80 percent to 90 percent of air pollution is caused by vehicles, mostly jeepneys, buses, and commercial vehicles that use diesel. That was in 2016, and after seven years, hundreds of thousands of vehicles have been added to the already congested roads in Metro Manila. And traffic continues to exacerbate.

Perhaps one of the reasons for the holiday traffic is the consumerism of people who engage in gift-buying.

This leads to a higher volume of vehicles on the road, especially near malls and shopping centers.

On Oct. 20, the MMDA announced that starting Nov. 13, malls will open at 11 a.m. and close at 11 p.m. This will last until Jan. 8, 2024. Why the adjustment in mall hours? Well, according to the MMDA, there is a need to spread mall hours in the evening to spread out the presence of cars plying the roads.

Another reason is road closures due to events such as parades and festivals. The arbitrary closure of roads affects traffic on secondary roads, resulting in gridlock. Tertiary roads are also arbitrarily closed due to programs, mass, and community Christmas parties. It has become customary for just anybody to close roads, even without the approval of the village chiefs.

Mall sales and promotions during the Christmas season contribute to traffic congestion. With people and employees getting their 13th month pay and bonuses, mall sales are opportunities to buy goods at lower prices.

The inadequacy of our public transportation to accommodate the increasing population in Metro Manila and to respond to the spike in people’s activities during the holidays remains a principal reason. Hordes of people line up the streets and struggle to ride the diminishing number of public utility vehicles. What complicates the traffic situation is the non-stop construction and maintenance of roads, leading to bottlenecks and traffic jams, especially during peak hours. There are roads undergoing construction that have been left unattended, with the contractor seemingly abandoning the project.

The inclement weather during holiday seasons also contributes to traffic. Rains and typhoons often occur in December. Just recently, Tropical Storm Kabayan hit the Philippines on Dec. 18, causing flooding and rain in various areas in Mindanao.

But traffic should not dampen our resolve to celebrate Christmas. We are passionate about celebrating Christmas

FRESH VIEWPOINTS: A NEW PERSPECTIVE

By Brian James Lu

because perhaps 90 percent of our population is Catholic. Christmas is the biggest and longest holiday in the Philippines. Emerging from the Covid-19 pandemic, this year’s Christmas season may be one of the most celebrated, considering the penchant of Filipino families to spend the holidays outside Metro Manila and in other places. Even malls are teeming with people, especially families, unmindful of traffic on the streets. Baguio City is a recipient of many visitors, with traffic resulting in gridlock.

Perhaps this year’s Christmas signifies the normalcy that we need. Businesses are recovering. Entrepreneurs are happy that, finally, customers are back. Businesses have reasons to be happy since, at the onset of the Covid-19 pandemic, more than 380,000 small businesses immediately stopped operations, according to the International Labor Organization (ILO). About 1 million more were forced to operate with a skeletal workforce. Eventually, a lot of businesses permanently closed shop, unable to recover from the incessant lockdowns for two years.

I am hopeful that we are indeed on the road to economic recovery. We must not lose sight, however, of the fact that the Covid-19 is still out there and continues to mutate. A new Covid-19 sub-variant has been detected in India and may spread across the globe.

The Department of Health (DOH) continues to advise people to wear masks in crowded spaces to avoid infection. Everyone understands that we cannot afford another lockdown. The lockdowns have brought us where we are right now—happy to be outside our homes, not minding the traffic.

In closing, while Christmas traffic may test our patience, it is a reminder of the vibrancy of our society and the shared joy that accompanies the holiday season. As we navigate through the gridlock, let us cherish the moments of celebration and hope for a brighter, less congested future.

Gearing up for 2024

With just a few days left in 2023, many have started drawing up their New Year’s resolutions while preparing for the remainder of the holiday season.

It is usually during this season that time pauses for many industries to give way to family gatherings and celebrations. But while many are in a festive mood, it is worth noting that there are personnel from several industries—particularly essential ones—who forego the parties to ensure that all of us have a bright and merry holiday celebration.

These include food and beverage, retail, and utilities—whose services are often overlooked especially during holidays.

But while many preparations are centered on the holiday season, this early on, in Manila City, preparations are already on full steam for the much-awaited comeback of the Black Nazarene procession on Jan. 9, 2024.

Meralco has taken part in the preparations too as it eagerly responded to the request of the Manila City local government unit to conduct wire-clearing operations near Quiapo, particularly along the route of the Black Nazarene procession.

Meralco immediately coordinated with the Manila City government, including various telecommunications and cable companies for its Anti-Dangling and Unauthorized Wire Attachment Operation in Quiapo to help ensure the safety of

devotees joining the mammoth procession early next year.

After all, it will be the first time since 2020—the year the Covid-19 pandemic hit—that the image of the Black Nazarene will be brought out for the traditional Traslacion. It can be recalled that during the pandemic, devotees instead conducted a “walk of faith” sans the image of the Black Nazarene.

The annual Traslacion usually draws crowds in the millions in pre-pandemic times so preparations must be comprehensive to ensure public safety.

During the recent wire clearing operation or Operation Urban Blight, Meralco crews and engineers removed idle wires and checked the integrity of poles along the route of the 2024 Traslacion to ensure public safety. Meralco had previously said that foreign attachments have been identified as one of the most common causes of pole problems which is why it has been appealing to cable and telco companies to coordinate with the distribution utility and follow the process for wire attachment applications.

With huge crowds expected to join the Black Nazarene procession, preparations and contingencies are not limited to the actual route of the Traslacion but also extend well beyond the peripheries.

Last week, authorities conducted a walkthrough of the route for the procession to identify additional

contingencies. This was joined by Church officials, police, the Metropolitan Manila Development Authority, and other government representatives.

The Philippine National Police had said that it would conduct clearing operations to free up narrow roads along the procession route and would deploy some 7,000 cops on Jan. 9. Communication exercises with Church officials will also be conducted as part of the stricter security protocol. Church officials have also enjoined the faithful to join in the preparations for the Black Nazarene procession.

While efforts to ensure a smooth and safe procession of the Black Nazarene are worth lauding, it is also timely to remind that promoting public safety should be a year-round campaign that requires cooperation between the government and the private sector.

With over two weeks to go before the Black Nazarene procession, remaining preparations should be a joint effort between the Church, government, private sector, and the faithful.

And as we prepare to ring in the new year, may we use the last few days of 2023 to reflect on the triumphs and lessons of the year that has passed.

Here’s to hoping for a prosperous and meaningful 2024 for all.

ESPRESSO MORNINGS

By JOE ZALDARRIAGA



Republic of the Philippines
Province of Iloilo
Municipality of San Miguel

OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 62ND REGULAR SESSION OF THE 11TH SANGGUNIANG BAYAN (2022-2025) OF THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO HELD AT THE SANGGUNIANG BAYAN SESSION HALL, NEW MUNICIPAL BUILDING ON SEPTEMBER 04, 2023 AT 9:00 O'CLOCK IN THE MORNING.

PRESENT: **Hon. Bonifacio S. Salapantan, Jr.**
Municipal Vice Mayor/Presiding Officer

Hon. Mark Levy O. Sanchez.....S.B. Member
Hon. Atty. Rochin Sherwin S. Sanchez.....S.B. Member
Hon. Miguel S. Garillos.....S.B. Member
Hon. Bernie S. Saul.....S.B. Member
Hon. Charles Vincent A. Saclauso.....S.B. Member
Hon. Rosalie G. Sales.....S.B. Member
Hon. Teresita T. Sabijon.....S.B. Member
Hon. Frince M. Sales.....S.B. Member
Hon. Michael S. Salaveria.....S.B. Member/Liga Pres.

ON LEAVE: Hon. Karl J. SilverioS.B Member/Acting SKMF Pres.

ABSENT: Hon. Mikhail Khalil S. TadifaS.B. Member/SKMF Pres.

MUNICIPAL ORDINANCE NO. 2023-11

Sponsored by: *The Committee on Rules, Privileges, Ordinances and Legal Matters, Good Governance, Public Ethics and Accountability (Lead Committee); The Committee on Market, Food and Slaughterhouse; and The Committee on Trade, Commerce and Industry, Labor and Employment Economic Affairs and Investment.*

“AN ORDINANCE CREATING THE MUNICIPAL ECONOMIC ENTERPRISE AND DEVELOPMENT OFFICE (MEEDO) AND FOR OTHER PURPOSES IN THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO.”

WHEREAS, presented for third and final reading is Municipal Ordinance No. 2023-11;

WHEREAS, *Section 16 of the Local Government Code of 1991* provides that every local government unit shall exercise powers granted, implied, necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;

WHEREAS, consistent with local autonomy as mandated by Republic Act No. 7160, local government units shall exercise such powers and discharge such other functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provision of the basic services and facilities; and in *Section 447 (2)* provides that the Sangguniang Bayan shall generate and maximize the use of resources and revenues for the development plans, program objectives and priorities of the municipality;

WHEREAS, the provision of Section 76 of the same Code states, every local government unit shall design and implement its own organizational structure and staffing pattern taking into consideration its service requirements and financial capability, subject to the minimum standards and guidelines prescribed by the Civil Service Commission;

WHEREAS, the municipality shall enjoy full autonomy in the exercise of its proprietary functions and in the management of its economic enterprise, hence there is a need to restructure and streamline its municipal economic enterprise's organization and management;

WHEREAS, *Municipal Ordinance No. 2023-02* also known as the “2023 Market Code of San Miguel, Iloilo”, defines the **LOCAL ECONOMIC DEVELOPMENT OFFICE (LEDO)** or **MUNICIPAL ECONOMIC ENTERPRISE AND DEVELOPMENT OFFICE (MEEDO)** as the office granted with functions of administering and overseeing the operation of the San Miguel Public Market-Farmer's Bagsakan Complex (SMPM-FBC) and other economic enterprises of the municipality;

WHEREAS, the Municipal Officials of this term 2022-2025 are committed to fully utilize its resources and revenues for the development plans such as the **MUNICIPAL ECONOMIC ENTERPRISE AND DEVELOPMENT OFFICE (MEEDO)** to further advance the economic development of the municipality;

WHEREAS, the creation of the **MUNICIPAL ECONOMIC ENTERPRISE AND DEVELOPMENT OFFICE (MEEDO)** aims to establish, develop, operate, maintain and manage sustainable municipal economic enterprise to generate revenue and enhance the delivery of public services pursuant to economic and social objectives of this municipality; as it also allows closer monitoring of the operations, facilitate economic policies, and further improve the administration of the San Miguel Public Market and Farmer's Bagsakan Complex (SMPM-FBC) and other economic enterprises of the municipality and to further help generate economic growth, attract other businesses and investors, which are all beneficial to the municipality and the people of San Miguel;

WHEREAS, the approval of this ordinance was the result of the favorable recommendation of the honorable members of the Committee on Rules, Privileges, Ordinances and Legal Matters, Good Governance, Public Ethics and Accountability (as the Lead Committee); The Committee on Market, Food and Slaughterhouse and; The Committee on Trade, Commerce and Industry, Labor and Employment, Economic Affairs and Investment as embodied in Committee Report No. 2023-34 which was adopted by the 11th Sanggunian on June 19, 2023 Session;

NOW THEREFORE, upon authorship and on motion of **Hon. Atty. Rochin Sherwin S. Sanchez**, Chairperson of the Committee on Rules, Privileges, Ordinances and Legal Matters, Good Governance, Public Ethics and Accountability (as the Lead Committee); and duly seconded by all Sangguniang Bayan Members present, this Body now;

RESOLVED as it is hereby resolved to approve Municipal Ordinance No. 2023-11; as in the following, to wit:

MUNICIPAL ORDINANCE NO. 2023-11

Sponsored by: *The Committee on Rules, Privileges, Ordinances and Legal Matters, Good Governance, Public Ethics and Accountability (Lead Committee) The Committee on Market, Food and Slaughterhouse and The Committee on Trade, Commerce and Industry, Labor and Employment Economic Affairs and Investment*

“AN ORDINANCE CREATING THE MUNICIPAL ECONOMIC ENTERPRISE AND DEVELOPMENT OFFICE (MEEDO) AND FOR OTHER PURPOSES IN THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO.”

BE IT ORDAINED by the Sangguniang Bayan of San Miguel, Iloilo in regular session assembled that:

SECTION I. TITLE.

This ordinance shall be known as “*The Municipal Economic Enterprise and Development Office (MEEDO) Ordinance of the Municipality of San Miguel.*”

SECTION II. DECLARATION OF POLICIES AND PRINCIPLES.

The Local Government Code of 1991 (R.A. 7160) mandates as a primary operative principle of decentralization, the establishment of an accountable, efficient and dynamic organizational structure and operating mechanism in the local government units that will meet the priority needs and service requirements of the communities. Sections 15, 18, 22, 128 and 129 of the same law provides certain fiscal autonomy to local government units (LGU's) as to generate and mobilize local resources to fund its operations and local development projects. Local government units were vested with certain powers and authority to establish municipal economic enterprise (MEE's) to ensure the provision of these important services and as a means to generate local resources aside from the regular sources of funds like the National Tax Allotment (NTA). These local economic enterprises: market, slaughterhouse, public transport terminals, public cemeteries and others should at a minimum be managed at no extra cost to the local government unit and eventually be a source of its revenue.

Consistent with the operative principles of decentralization set forth in Section 3 of R.A. 7160 which states that the ultimate goal of the central government is to ensure that the decentralization contributes to the continuing improvement of the performance of the local government units and the equality of life in the community.

The Municipality of San Miguel aims to develop itself into a self-reliant community and an active partner of the Philippine government in the pursuit of national goals.

SECTION III. OBJECTIVES.

This ordinance is enacted with the following purposes:

- To set up, conceptualize and operate a purposeful MEE's that effectively contribute to the attainment of local development goals and objectives using a performance-based approach;
- To ultimately raise and augment local revenue through a profitable economic enterprises,
- To operate under the principle of financial self-sufficiency via cost recovery;
- To provide wider access to goods and services with pricing that is affordable to a larger group/segment of the local populace;
- To reduce dependency of the municipality to the NTA;
- To attract investors by providing key services not provided by private sector;

SECTION IV. ORGANIZATIONAL STRUCTURE.

All existing positions under the Market and Slaughterhouse Office shall be retained under the Municipal Economic Enterprise and Development Office (MEEDO).

SECTION V. STAFFING PATTERN/MANNING.

The personnel to be assigned to the revenue generating units under the Municipal Economic Enterprise and Development Office are those who already existed in the plantilla of the local government unit as in the following:

- Market Inspector II (SG 8/1);
- Administrative Aide III (Laborer II) (SG 3/8);
- Administrative Aide III (Laborer II) (SG 3/8);
- Administrative Aide III (Laborer II) (SG 3/1);
- Casual – Laborer I (SG 1/1);
- Casual – Laborer I (SG 1/1); and
- Slaughterhouse Master II (SG 14/1).

That the Local Chief Executive shall designate through an executive order a personnel to take charge of the Municipal Economic Enterprise and Development Office (MEEDO) upon the approval of this Ordinance.

SECTION VI. KINDS OF ECONOMIC ENTERPRISES.

The municipal economic enterprise (MEE) shall be classified into two (2) kinds, public utilities (PU's) and other economic enterprise (OEE's). As local economic enterprise, both are modes of delivery of the goods and services to the locality. It must have a policy framework that defines an effective MEE that will contribute to the quality service delivery goals of the local government unit. An effective MEE must be designed, set-up, operated and managed in accordance with a well-prepared feasibility study (FS) and detailed business plan (BP). The local government should focus on engaging in a MEE that is self-liquidating and must not drain local government resources.

Public utilities (PU) are enterprises created by the Sangguniang Bayan through an

ordinance for the purpose of providing an everyday necessity or service to the general public which otherwise cannot be provided adequately by the private sector. The PU's shall be limited to:

1. Public transportation and transport terminals (jeepneys, buses, vans, parkings etc.)
2. Sanitation (local drainage, sewerage, solid waste collection and disposal, etc.)
3. Local government unit-operated water supply system (not taken/operated by the local water utilities administration).

Public utilities (PU) by their very nature, may continue to be operated by the local government unit even if the income they may generate may not be enough to sustain their operation. The provision of an everyday basic need of constituents that cannot be adequately provided by the private sector is a responsibility and an obligation of the local government unit. Hence, the latter should manage the same effectively.

Other economic enterprise (OEE) are commercially operated establishments, which are created by the Sangguniang Bayan through an ordinance for the purpose of improving production and delivery of marketable goods and/or services for a specific market group. They are expected to generate the bulk of their income from the sale of said goods and/or services. OEE's may include, but are not limited to the following:

1. The whole of San Miguel Public Market and Farmers Bagsakan Complex (SMPM-FBC),
2. Municipal Shopping centers, Talipapas and "Ukay-ukay"
3. Municipal slaughterhouse, livestock trading and animal raising;
4. Municipal/Public cemetery;
5. Public Parks, sports and recreational facilities;
6. Local colleges;
7. Local hospitals;
8. Public office spaces, lots and buildings;
9. Cold Storage facilities and ice plants;
10. Post harvest facilities (grain storage, drying, milling)

At present, the main sources of the Municipal Economic Enterprise and Development Office will be the income that will be derived from the different revenue generating units of the municipality, to wit:

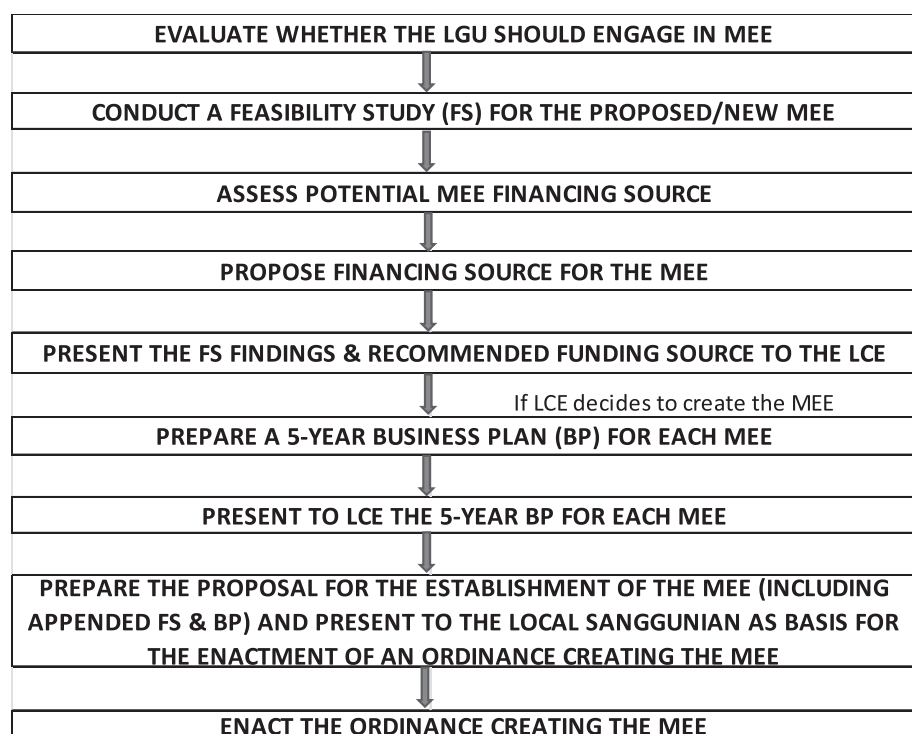
1. San Miguel Public Market and Farmers Bagsakan Complex (SMPM-FBC);
2. Municipal Slaughterhouse
3. Municipal/Public Cemetery
4. Public transportation and transport terminals (jeepneys, buses, vans, parkings etc.);
5. Public Lots and Buildings;
6. Sports and Recreational facilities
7. Other Charges and Fees (Tourism-related)

SECTION VII. FEASIBILITY STUDY.

A Feasibility Study (FS) shall be conducted by a responsible official/local economic officer of the local unit in order to determine the viability of a new Municipal Economic Enterprise and Development Office (MEEDO). This will help the unit to determine whether the proposed MEE will be able to hurdle the criteria in determining the appropriateness of a MEE, that is 1.) to satisfy both economic and social objectives of the LGU; 2.) fill the gaps not adequately provided by private sector, and will not compete with private sector; 3.) operate as a business enterprise with its own Business Plan (BP) and budget; 4.) operate with appropriate staffing complement to satisfy operating objectives;

The FS shall generally be composed of five (5) components: Market Situation Analysis, Technical Analysis, Financial (Economic) Sustainability Analysis; Organizational Analysis and Regulatory and Other Pre-Operational Requirements. Each MEE shall have its own business plan, that will spell out the implementing details of the MEE within a five-year period.

SECTION VIII. PROCESS FLOW DIAGRAM FOR PLANNING AND IMPLEMENTING PROPOSED OR NEW MEE.



SECTION IX. IMPLEMENTING PROCEDURES FOR EXISTING MEE'S.

The existing MEE's shall operate provided they shall comply with the legal provisions governing the MEE's, to wit:

1. Set up and maintain a special account in the General Fund (GF) for each MEE;

2. For the next budget period, exclude the salaries, wages, representation and transportation allowances of MEE officials and employees from the GF budget;
3. Charge the appropriations for personnel services of the MEE's against its own Annual Operating Budget (AOB);
4. Exclude the salaries, wages and allowances in the MEE in the computation of the maximum amount of personal services (PS) of the LGU;
5. Ensure that no MEE official or employee is allowed a salary rate higher than the maximum fixed for his/her position or other positions of equivalent rank;
6. Check that each MEE has its own AOB;
7. Include the programs, projects and activities (PPA's) of MEE's in the LDIP and AIP;
8. Apply the profits or income derived from the operation of MEE to:
 - 8.1. First, cost of improvement, repair and related expenses of the MEE;
 - 8.2. Second, return of advances received by the MEE to the GF;
 - 8.3. Any excess shall form part of the general fund.
9. Ensure that MEE AOB is included in the approved appropriation ordinance of the General Fund Annual Budget (GFAB).

SECTION X. BUDGETING AND SOURCES OF FUNDS FOR A MEE.

The operations of a MEE shall be based on an annual operating budget (AOB) approved pursuant to the budget process provided in the local government code and budget operations manual (BOM). The AOB, whether annual or supplemental shall, therefore, be covered by an approved appropriation ordinance. No money shall be paid out of the local treasury except in pursuance of an appropriation ordinance or law.

Initially, the MEEDO will operate on an appropriate subsidy by the local government unit that will be provided to the MEEs to meet its expenditures for the period of five (5) years from the approval of this Ordinance. The subsidy will enable them to develop the MEE into viable and profitable economic units that will generate revenues for the LGU. At the end of five years or in September 2028, the MEE shall be staffed by a full-time personnel charged against the MEE budget, otherwise, should the MEEDO could not sustain its operation the personnel assigned shall be reverted back to its original offices and reverted to its previous positions without diminution to its salary and position.

Aside from the current available local revenues, local taxes, fees and charges, revenues from existing MEE, surpluses and reserves, the local government unit may tap other potential MEE financing sources such as foreign and local grants, borrowings, capital income, cost-sharing, cost-recovery elements, donations and public-private partnerships. In selecting a financial source, the LGU should make an analysis of the feasibility of each source to finance the investment cost of an MEE and to consider the following factors: Adequacy of Funds, Impact, Political and Administrative Feasibility and Legality.

SECTION XI. BUDGET ACCOUNTABILITY AND ACCOUNTING OF MEEDO FUNDS.

Budget accountability is essentially accounting for the performance of the MEE in terms of revenue/ income generation and resource utilization for the delivery of goods and services. It includes the recording and reporting of estimated and actual revenue/income and expenditures as well as monitoring and evaluation of the MEE performance vis-à-vis prescribed standard/policies and planned targets. It is the evaluation of the MEE performance in the execution of its annual and supplemental budgets.

The following steps shall be undertaken by the LGU:

1. **Monitor Revenue /Income and Expenditure.** The MEE shall be accounted for on the first day of the fiscal year. The estimated revenue and expenditure in amounts approved and reviewed are recorded in the books of accounts where they shall be compared with the actual collections and disbursements for the same period. Each MEE shall maintain its own book of accounts, as this will serve as a major source of information during the SAFSSR of each MEE, to be conducted by the designated LGU staff or duly hired external accountant.
2. Prepare and Submit Physical and Financial Reports to the LCE and the Office of the Sangguniang Bayan through the LFC. The MEED Officer shall prepare the following reports to the LFC, who in turn shall review the documents and submit these to the LCE and the Sangguniang Bayan. The MEE Report shall form part of the physical and financial reports of the LGU.

- 2.1. Physical Report: Physical Report of Operations
- 2.2. Financial Reports:
 - 2.2.1. Statement of Income and Expenditures;
 - 2.2.2. Cash Flow Statements;
 - 2.2.3. Schedule/ Aging of Accounts Payable;
 - 2.2.4. Schedule/ Aging of Accounts Receivable;
 - 2.2.5. Other financial reports that may be required by the oversight authorities or the Sangguniang Bayan;

2.3. Conduct of Semi-Annual Financial Self-Sufficiency Review (SAFSSR) of each MEE and Prepare SAFSSR Report. The SAFSSR is in compliance with Section 316 (h) of the LGC which requires the LFC to conduct semi-annual review and general examination of cost and accomplishments against performance standards. For existing MEE's, the first SAFSSR shall be conducted six (6) months from the approval of this ordinance. In case of a newly created MEE, the first SAFSSR shall be conducted six (6) months after the start of its operations. The SAFSSR is conducted in order to determine whether the MEE is proceeding towards financial self-sufficiency (or 100% cost recovery) and according to BP. The operations of a financially self-sufficient MEE shall be funded out of its sources rather than from the GF. An MEE is considered self-sufficient if all the cost of operating the MEEs are recovered 100%. The costs of operating the MEE include personnel services (PS), MOOE, and finance charges (Interest expense). To perform the SAFSSR, the following steps shall be followed:

1. Collect from the MEE all supporting materials pertinent to the review the following:

- 1.1. Physical Report of Operations
 - 1.2. Statement of Income and Expenses sourced from the Office of the Accountant
 - 1.3. 5-Year BP covering the period under review.
2. Compute the true cost of operating the MEE. This involves a careful and thorough examination of cost in order to identify which cost shall be properly attributed to the MEE and which cost shall be attributed to the GF. All resources required to produce the MEE good or service must be included in the cost.

The SAFSSR report shows total income total expenses, net income, financial self-sufficiency ratio (derived by dividing total income by total expenditure multiplied by 100), and a textual analysis including the reasons for the financial results. The analysis may include the results of the physical report of operations, trends in income and expenses, the pertinent provisions in the BP. To the SAFSSR report shall be attached a copy of the Statement of Income and Expenses from the local accounting office for easy reference of detailed financial data.

The SAFSSR reports shall be complied since these will be summarized at the end of the 5th year (since the approval of this ordinance or the start of business operations in case of new MEE). The reports will be used to evaluate whether the MEE shall be allowed to continue its operations.

- 2.4. Present SAFSSR Report to the LCE and the Sangguniang Bayan. The MEED Officer shall submit and present each SAFSSR report to the LCE and the Office of the Sangguniang Bayan.

Each MEE sector shall maintain and kept its own records of receipts and disbursements of funds and prepare its own local economic enterprise reports in both hard and soft copies. The MEED Officer shall be mandated to publish annual performance reports of each MEE that provides transparency and accountability.

The Local Finance Committee (LFC) shall regularly and monthly assist the municipal economic enterprise in the profitability and cash flow analysis.

The Municipal Economic Enterprise and Development Office will have its own operating budget to allow it to operate as business enterprise and earn pecuniary profits that will accrue exclusively to the local government unit after deducting the repair and other expenses related to its operation.

The creation of the municipal economic enterprise shall allow the creation and maintaining of a Special Account for the salary of employees assigned to each enterprise.

SECTION XII. REVIEW AND ASSESSMENT OF MEE.

The review and assessment shall be done every five (5) years. For existing MEE, the review will start five years after the approval of this Ordinance while for new MEE, the five years will commence from the start of its operations as provided in the ordinance creating the same. The review and assessment will help the LGU determine whether to continue, modify, expand, scale down or close the MEE operations. The financial self-sufficiency evaluation report (FSSER) shall use the ten (10) SAFSSR reports for the five-year period, statement of income and expense (with detailed income and expense items) from the local accounting office and the relevant BP. The MEED Officer shall be responsible for preparing the FSSER and coming up with analysis on financial self-sufficiency situation of the MEE as well as the recommendations on whether or not the MEE shall continue to operate and other related actions. The FSSER findings shall be submitted and presented to the LCE and the Sangguniang Bayan to serve as the basis in coming up with the decision on whether to continue MEE operations.

SECTION XIII. REPEALING CLAUSE.

All issuances, municipal ordinances and executive orders inconsistent with this Ordinance are hereby repealed accordingly;

SECTION XIV. SEPARABILITY CLAUSE.

If any provision/s of this Ordinance is declared unconstitutional or invalid, the remaining provision/s hereof not otherwise affected shall remain valid and effective.

SECTION XV. EFFECTIVITY CLAUSE.

This Ordinance shall take effect after publication in a newspaper of local circulation in the city/province of Iloilo and posting for fifteen (15) days in at least three (3) conspicuous places in the municipality of San Miguel.

RESOLVED FURTHER, to forward copies of this Municipal Ordinance to the **Honorable Marina Luz S. Gorriceta**, Municipal Mayor, this Municipality for approval; and to the **Office of the Sangguniang Panlalawigan**, Province of Iloilo for review; and let copies of this Ordinance be furnished to: **Mr. Marc Jason D. Sanchez**, (Human Resource Management Officer); to all Members of the Local Finance Committee (LFC), namely: **Mrs. Lorita S. Bautista** (Municipal Budget Officer); **Ma. Elsie S. Sadsad** (Municipal Treasurer) and **EnP. Nicanor L. Escalera** (Municipal Planning and Development Coordinator) for their information and guidance.

UNANIMOUSLY APPROVED.

I hereby certify to the correctness of the foregoing Municipal Ordinance.

(SGD.) **MARIA S. SEALZA**
Secretary to the Sangguniang Bayan

ATTESTED:

(SGD.) **BONIFACIO S. SALAPANTAN, JR.**
Municipal Vice Mayor/Presiding Officer

APPROVED:

(SGD.) **MARINA LUZ S. GORRICETA**
Municipal Mayor



Republic of the Philippines
Province of Iloilo
Municipality of San Miguel
OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 69TH REGULAR/OUTREACH SESSION OF THE 11TH SANGGUNIANG BAYAN (2022-2025) OF THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO HELD AT THE BARANGAY HALL OF BARANGAY SAN JOSE, MUNICIPALITY OF SAN MIGUEL, ILOILO ON OCTOBER 23, 2023 AT 9:00 O'CLOCK IN THE MORNING.

PRESENT: **Hon. Bonifacio S. Salapantan, Jr.**
Municipal Vice Mayor/Presiding Officer

Hon. Atty. Rochin Sherwin S. Sanchez.....S.B. Member
Hon. Bernie S. Saul.....S.B. Member
Hon. Rosalie G. Sales.....S.B. Member
Hon. Teresita T. Sabijon.....S.B. Member
Hon. Michael S. Salaveria.....S.B. Member/Liga Pres.
Hon. Karl J. SilverioS.B Member/Acting SKMF Pres.

ON LEAVE:

Hon. Mark Levy O. Sanchez.....S.B. Member
Hon. Miguel S. Garillos.....S.B. Member
Hon. Charles Vincent A. Saclauso.....S.B. Member
Hon. Prince M. Sales.....S.B. Member

ABSENT:

Hon. Mikhail Khalil S. Tadifa S.B. Member/SKMF Pres.

Municipal Ordinance No. 2023-12

Sponsored by:

The Committee on Rules, Ordinances, Privileges and Legal Matters; Human Rights; and Good Governance,

Public Ethics and Public Accountability (Lead Committee);

The Committee on Health and Sanitation; and

The Committee on Peace and Order and Public Safety; Disaster Risk Reduction Management.

“AN ORDINANCE INSTITUTIONALIZING A FUNCTIONAL DISASTER RISK REDUCTION AND MANAGEMENT IN THE HEALTH (DRRM-H) SYSTEM OF THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO.”

WHEREAS, presented for third and final reading is Municipal Ordinance No. 2023-12;

WHEREAS, former President Gloria Macapagal-Arroyo, signed **Republic Act (RA) No. 10121** also known as the “*Philippine Disaster Reduction and Management Act of 2010*” in May 27 2010,” Section 2 (d) of the law provides that the State shall adopt a disaster risk reduction and management approach and shall promote the involvement of all sectors and all stakeholders concerned, at the local levels, especially at the local community;

WHEREAS, on February 2019, **RA No. 11223** also known as the “*Universal Health Care Act*” was signed into law by President Rodrigo R. Duterte, under Section 2 (a) provides that the state shall adopt an integrated and comprehensive approach to ensure that all Filipinos are health-literate, provide them with healthy living conditions, and protect them from hazards and risks that could affect their health;

WHEREAS, the Department of Health (DOH) on March 2019 issued National Objectives for Health 2017-2022; the Service Delivery on the Challenges and Implications, elaborated on the country’s vulnerability to disaster risk and inadequate local support to disaster preparedness, response and management which then provides its objective and target to intensify strategies to reduce public health threats by working towards institutionalizing a resilient health systems;

WHEREAS, on October 2019, the Department of Health (DOH) issued Administrative Order No. 2019-046 on the National Policy on Disaster Risk Reduction and Management in Health (DRRM-H), which necessitated the institutionalization of DRRM-H to enhance the capacities of the health system to manage health risks, and attain resilience in the communities;

WHEREAS, DOH Secretary Francisco T. Duque III, signed the Implementing Rules and Regulations (IRR) of RA No. 11223, in which Rule IV- Health Service Delivery, Section 17.2 provides that the DOH shall endeavor network contracting of the province-wide and municipal-wide health system for the delivery of population-based health services including those that impacts on the social determinants of health, in addition, Section 17.3 (d) provides that a province-wide/ municipal-wide health system shall have timely, effective and efficient preparedness and response to public health emergencies and disasters, and other means to ensure delivery of population-based health services;

WHEREAS, Section 19 of the Implementing Rules and Regulations (IRR) of RA No. 11223, under the Integration of Local Health System into province-wide and municipal-wide Health System elaborated the implementation of health service delivery and health systems management. To give better emphasis, in the same Section, **health service delivery functions** was defined as the management of the health service delivery operations of public health programs which includes disaster risk reduction and management among others within the province/municipal-wide health system;

WHEREAS, under Rule XI. Miscellaneous Provisions and Section 41 on Transitory Provision of the Implementing Rules and Regulation (IRR) of RA No. 11223, provides that at the minimum, managerial and technical integration shall be characterized by *functional disaster reduction and management in the health system* among other requirements as its primary focus;

WHEREAS, **Section 16 (General Welfare Clause)** of the Local Government Code of 1991, provides that local government shall exercise powers necessary, appropriate or incidental

for its efficient and effective governance, and those which are essential for the promotion of the general welfare. Further within their respective territorial jurisdictions, local government units shall ensure and support, among other things, the promotion of health and safety;

WHEREAS, under **Section 17** (*Basic Services and Facilities*) of the Local Government Code of 1991, also states that the local governments are granted powers to discharge functions and responsibilities to provide basic services and facilities; municipalities shall provide for the health and social welfare services including the implementation of programs and projects amongst other;

WHEREAS, **Section 102** (*Creation and Composition of the Local Health Boards*) the Local Government Code of 1991, provides, that local health board, consistent with the standards and criteria set by the Department of Health (DOH) shall propose to the Sanggunian concerned, the annual budgetary allocations for the operation and maintenance of health facilities services in the municipality;

WHEREAS, with these powers, the local government of San Miguel organizes and implements a functional DRRM-H System for public health and hospital using this Ordinance's procedures and technical specifications necessary for the operationalization and transition with considerations in the context of the "New Normal";

WHEREAS, the passing of this Ordinance was made through the favourable recommendations contained in *Committee Report No. 2023-60* which was adopted through Resolution No. 2023-350 passed by the August Body on October 23, 2023 Regular Session sponsored by *the Committee on Rules, Privileges, Ordinances and Legal Matters, Good Governance, Public Ethics and Accountability (Lead Committee); The Committee on Health and Sanitation; and The Committee on Peace and Order and Public Safety; and The Disaster Risk Reduction Management*, based on a Public Hearing sponsored by the three committees held on March 29, 2023 at the New Covered Gymnasium;

NOW THEREFORE, on motion of **Atty. Rochin Sherwin S. Sanchez** and duly seconded by all S.B. Members present, this Body now;

RESOLVED, as it is hereby resolved to approve Municipal Ordinance No. 2023-12; as in the following, to wit:

Municipal Ordinance No. 2023-12

"AN ORDINANCE INSTITUTIONALIZING A FUNCTIONAL DISASTER RISK REDUCTION AND MANAGEMENT IN THE HEALTH (DRRM-H) SYSTEM OF THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO."

BE IT ORDAINED by the 11th **SANGGUNIANG BAYAN** of the MUNICIPALITY of SAN MIGUEL, ILOILO, that:

CHAPTER I.
GENERAL PROVISION

Section 1. Short Title. This Ordinance shall be known as the "**DRRM-H System** in the Municipal-wide Health System Ordinance of the Municipality of San Miguel, Province of Iloilo"

Section 2. Declaration of Principles and Policies. It is the policy of the Municipality of San Miguel to promote the health and safety of its constituents through ensuring support and the promotion of health and safety. Towards this end, the municipality shall adopt:

- a) *Science and evidence-based, easily scalable means to institutionalize and organize a functional Disaster Risk Reduction and Management in the Health (DRRM-H) System which supports the municipal-wide health system, that is resilient to shocks and stresses; and*
- b) *People-centered, equitable and accessible Disaster Risk Reduction and Management in the Health (DRRM-H) System able to initially operate and guarantee a timely, effective and efficient preparedness and response to public health emergencies and disasters, and other means to ensure delivery of population-based health services.*

Section 3. General Objectives. This Ordinance seeks to:

- a) Institutionalize a functional Disaster Risk Reduction and Management in the Health (DRRM-H) system within the municipal-wide health system to manage and mitigate the adverse effects and impacts and health consequences of emergencies/disasters including climate change;
- b) Organize and implement a functional Disaster Risk Reduction and Management in the Health (DRRM-H) System through procedures and technical specifications necessary for the operationalization and transition;
- c) Promote the involvement and participation of all sectors and all stakeholders concerned, at all levels, especially the local community; and
- d) Allocate resources for the operationalization of a function Disaster Risk Reduction and Management in the Health (DRRM-H) system at the Municipal-Wide Health System (MWHS).

Section 4. Scope and Coverage. This Ordinance shall include and cover:

The Municipal-wide Health System including its barangay health systems, and all member public and private, local and international stakeholders/partners.

Section 5. Definition of Terms. As used in this Ordinance, the following terms shall mean:

- a) **Disaster Risk Reduction and Management in Health (DRRM-H)** – an integrated, system-based, multi-sectoral process that utilizes, policies, plans, programs, strategies to reduce health risk due to disasters and emergencies, improve preparedness for adverse effects and lessen adverse impact of hazards to address the needs of the affected population with emphasis on the vulnerable groups.
- b) **DRRM-H Institutionalization** – establishment of a functional DRRM-H System, which includes the following minimum key indicators: approves, update, tested, disseminated DRRM-H Plan with budget allocation, organized and trained Health Emergency Response Teams, available and accessible essential Health Emergency Commodities and Emergency Operations Center, with command and control, communication and coordination.
- c) **Functional DRRM-H System/Local Health Board** – an operational system which is a contraction network that manage/mitigates the adverse effect/impacts and health consequences of emergencies/disasters including climate change in the municipal-wide health system and is concretized by investment in and conduct of core processes namely: (1.) *governance*, (2.) *service delivery*, (3.) *resources management and mobilization*, and (4.) *information and knowledge management to guarantee timely, effective and efficient preparedness and response to public health emergencies and disasters*, and other means to ensure uninterrupted delivery of population-based health services.

CHAPTER II.
ROLES AND RESPONSIBILITIES

Section 6. The following shall be the roles and responsibilities of implementers and other stakeholders of the DRRM-H System, that would include but not limited to the Health Care Provider Network:

- a) **Municipal Health Board** shall exercise their administrative and technical supervision over health facilities and services, health personnel, and all other health resources within its territorial jurisdiction.
- b) **Municipal Health Office (MHO) or Rural Health Unit (RHU)** as the principal implementer of this Ordinance, under the stewardship of the Municipal Health Board shall be responsible for the integration and supervision to organize and manage the institutionalization of DRRM-H in the Municipal-wide Health System (MWHS), at the same time also represent the health sector in relevant DRRM activities or delegate such function as necessary.
- c) **Component Municipal Health Office** in the province-wide and municipal-wide health system shall participate and cooperate in the contracting network established by the province. They shall endeavor to attain integration requirements as resources may permit, comply with standards and ensure upgrading of facilities, and support in the submission of necessary reports. All non-integrated barangays/institution shall pursue transactions through existing mechanisms/processes.
- d) **Health Care Provider Network (or Primary Care Provider Network including Secondary and Tertiary Hospitals)** shall ensure delivery of population-based essential health services and ensure an interoperable system to optimize coordination with patients for smooth transaction, two-way referral and removal of barriers system to optimize coordination in mass casualty incidents or in emergencies and disasters.
- e) **Public Health Unit in Hospitals** shall establish a platform where close coordination with local Operation Centers/Emergency Operation Centers is possible in receiving and managing populations within and outside the network
- f) **Contracted Apex or End-Referral Hospitals** shall receive consultation and referral of population for complicated services and/or specialized care in emergency and disaster wherever necessary especially in mass casualty incidents or in emergencies and disasters.

CHAPTER III.
IMPLEMENTATION MECHANISM

The Primary Care (PC) shall cooperate and perform the respective duties and obligations to achieve integration outputs and outcomes in managing public health emergencies and disasters.

Section 7. Institutionalizing DRRM-H System in municipal-wide health system (and its Sub-Provincial Health System). In consideration to the approved standards and guidelines set by the Civil Service Commission (CSC) and endeavored organizational structure and staffing patters as stipulated in the Universal Health Care Implementing Rules and Regulations (UHC IRR) (Rule 19.12/19.14) the local health office, in their initiative to create Divisions for the following functions Health Service Delivery and Health System Support shall study the feasibility and implementation of the following functions for the operation and staffing for DRRM-H in the municipal-wide health system.

- a) **Organizational Structure of the DRRM-H Unit at the Local Level.**
The Municipal Health Office / Rural Health Unit of the municipality, as approved by the Municipal Health Board, shall determine the establishment and composition of the DRRM-H or the Program Management Team, in accordance with the organization of the municipal-wide health system of the municipality.

Each DRRM-H Unit or Program Management Team in Municipal Health Office (MHO) or Rural Health Unit (RHU) and in municipality-managed hospitals shall have at least One (1) **DRRM-H Manager** and One (1) **Assistant**, duly trained on DRRM-H. Other staffing deemed appropriate and necessary shall also follow pending the formal creation or establishment of plantilla positions in the local government. The Local Health Board in the interim may temporarily designate personnel capable of performing tasks stated herein, and be provided with essential resources, to serve as members of the DRRM-H System.

A Functional DRRM-H System shall be headed by a **DRRM-H Manager** and shall perform the following functions:

I. Prevention, Mitigation and Preparedness which primarily focuses on:

- Dissemination and monitoring of adopted policies/standard based National Guidelines or developed local policies, plans, programs for health emergency and disaster risk prevention/mitigation and preparedness;
- Facilitation and conduct of capability building activities for various stakeholders;
- Facilitation of partnership and networking activities with stakeholders; and
- Provision of other technical/financial assistance (promotion, raising, monitoring and research, etc.).

II. Response, Recovery and Rehabilitation which primarily focuses on:

- Dissemination and monitoring of adopted policies/standards based on National Guidelines or developed local policies, plans, programs for health emergency and disaster response, recovery and rehabilitation;
- Delivery of essential health services and products in all phases of emergency/disaster through mobilization of resources such as Technical Experts, SMHERTs and tangible logistics needed locally and internationally;
- Management of health emergency and disaster information/knowledge and facilitate coordination activities between partner agencies/organizations; and
- Provision of support to recovery and rehabilitation through technical and financial assistance.

III. Administration and Finance:

- Performance monitoring of the DRRM-H system to facilitate the managerial, technical and financial integration;
- Establishment of accountability mechanism;
- Management of budgetary allocation and support; and
- Other support to DRRM-H System activities and operations

b) Concept of Operations. The DRRM-H Framework pursuant to AO No. 2019-046. The attainment of the society goals and final outcome on DRRM-H shall depend mainly on investments on promoting or advocating resilience of the health system and involvement of communities in the province/municipalities, sustaining its development in all thematic areas. The output, that is the functional DRRM-H system shall support the delivery of essential health cluster population-based services: *Medical and Public Health; Nutrition in Emergencies; Water, Sanitation and Hygiene in Emergencies; and Mental Health and Psychosocial Support.*

c) Operationalization of DRRM-H System. The Administrative Order No. 2020-0036 on the Institutionalization of DRRM-H in Province-wide and Municipal-wide Health System expounds the initiative needed from the Local Government of San Miguel in order to institutionalize a functional DRRM-H System. The following shall be operationalized pursuant to Universal Health Care Implementing Rules and Regulations (UHC IRR) within the Six (6) Years transition period commitment for Municipal-wide integration wherein managerial and technical integration is expected to be demonstrated in the first Three (3) years, and financial integration thereafter (Year 2020-2025). The aim is to institute a workable system that can initiate and perform in coordination with the health system in place and communities at large. The following initiatives shall aid in resilience building and in guaranteeing a timely, effective and efficient preparedness and response to public health emergencies and disasters, and other means to ensure uninterrupted delivery of population-based health services.

c.1. Managerial Integration.

The Municipality of San Miguel, Province of Iloilo shall undergo managerial integration over its resources such as health facilities, human resources for health, health finances, health information system, health technologies, equipment and supplies to deliver the minimum requirements to establish a function DRRM-H system for the Municipal-wide Health System (MWHS).

a) Development of the DRRM-H Plan.

The **DRRM-H Plan** is a strategic and thematic plan of the

Municipal-wide Health System (MWHS) referenced from the DRRM-H Plan Guide and finalized by local disaster office in coordination with the DRRM-H Planning Committee and shall be approved by Local Chief Executive; updated annually or as necessary; tested through drills or other forms of exercises (e.g. semi-annually); disseminated verbally and written to stakeholders of the network; and must be funded for operationalization. The DRRM-H Plan, shall be an integrated plan of the Municipal Health Office and other services delivery units within the Health Care Providers Network (HCPN) and shall be an input in the local government's investment, development and operational plan especially in Local Investment Plan for Health (LIPH), its Annual Operational Plan (AOP) and DRRM Plan.

b) Organization and Training of San Miguel Health Emergency Response Team (SM-HERT).

The SM-HERT shall be organized and mobilized whenever necessary based on the type of events, in emergencies, and disasters guided by the minimum requirements for implementation based on latest update/guidelines and by the provisions stated in DOH Administrative Order No. 2018-0018 or the National Policy on the Mobilization of Health Emergency Response Team and its amendments. Their safety, security, self-sufficiency shall be ensured.

Continuous Professional Education and participation to complete DRRM-H related training shall be encouraged depending on the needed competency of SM-HERTs based on roles and functions. Within Six (6) months from the effectivity of this ordinance, a Six (6) year implementation plan on capability building shall be developed to attain the Local Health System Maturity Level (LHS ML) functional level training requirements and conduct of learning and development needs analysis shall be facilitated (frequency e.g. each year) for routine assessment.

c) Availability and Accessibility of Health Emergency Commodities (HEC's).

The HEC to be procured or strategically stockpile are adopted based on guidelines or recommended logistics by the DOH to be procured by the local government and/or those that are deemed essential based on recent emergencies/disasters experienced in the area. These shall be made available and accessible to affected population in emergency or in disaster or upon the declaration of state of public health emergency or calamity by the local chief executive or by the President. The local government unit shall issue a separate issuance on the guidelines on the procurement and management of essential health emergency commodities for the Municipal-wide Health System (MWHS).

d) Establishing and/or Activation of Operation Center (OC)/ Emergency Operation Center (EOC) for Public Health.

At the least, a functional Emergency Operations Center shall be established/activated, capable of **4Cs: Coordination; Communication, Command and Control** within the Provincial/City Health Office (P/CHO). The EOC shall be interoperable with the local Disaster Risk Reduction and Management Office for synchronized operations and able to operate 24/7 in emergencies and disasters, whenever necessary. All duty personnel shall receive orientation/training and shall receive adequate support to perform functions and deliver operations based on code alert level.

Within Two (2) years from the effectivity of this Ordinance, the local government through the Municipal Health Office (MHO) or Rural Health Unit (RHU) or its authorized representative shall evaluate if there is a need to establish a Public Health Operations Center as the main hub for Public Health Emergency concerns. The recommendations shall be duly supported using this ordinance's appropriation or other relevant funds as available in the implementing office.

DRRM-H System Management

The Municipality of San Miguel, Province of Iloilo through its Municipal Health Office (MHO) or Rural Health Unit (RHU) shall perform the following for internal system capacitation and quality management. The following shall form part of the implementation review to be conducted:

a) Risk Analysis and Management. The Municipal Health Office (MHO) or Rural Health Unit (RHU) or authorized representative (e.g. DRRM-H Unit or Program Management Team) shall conduct routine monitoring of potential problem or threat and potential enhancement to improve the probability of success, establishing a functional DRRM-H System. Wherein potential actions shall be identified for the development of action plans whenever necessary and appropriate.

b) Quality Assurance. The Municipal Health Office (MHO) or Rural Health Unit (RHU) or authorized representative (e.g. DRRM-H Unit or Program Management Team) shall initiate the process of meeting the demands and expectation of the DRRM-H System smooth operation and public feedback. The following initiative shall aid in this endeavor.

- Standard Operating Procedure through a Citizen's Charter shall be developed for the office's commitment on standards, quality, and timely service delivery for transparency and accountability.
- Training program beneficial to strengthen competency shall be established or participated by all DRRM-H personnel.
- Office and staff performance monitoring shall be essential subject to the local office metrics and targeting and also in compliance to accomplishment and monitoring report requirements by the Department of Health (DOH).
- The designated area or office to house its members shall be conducive and with adequate logistics/equipment to support operations.

c.2 Technical Integration

The technical integration which focuses on health services provision from primary to tertiary care, shall be supported by the DRRM-H System in the Municipal-wide Health System (MWHS) through implementation of the following **Core Processes:**

a) Governance.

- i. A **Planning Committee** shall be organized with the following members: a) *Municipal Planning and Development Coordinator (MPDC)*; b) *Rural Health Physician, and c) Local Disaster Risk Reduction and Management Officer (LDRRMO)*, to create the Municipal-wide Health System (MWHS) DRRM-H Plan, Contingency Plan, Public Service Continuity Plan and Communication and Promotional Plan within two (2) years from the effectivity of this ordinance.
- ii. An **Incident Command System** shall be established for the Emergency Operations Center/Operation Center (EOC/OC) with members identified and roles and responsibility defined and made available for public view in the designated area where the EOC/OC shall be established.
- iii. **Local Cluster on Public Health/Medical** including Minimum Initial Service Package Sexual and Reproductive Health (MISP-SRH), Nutrition in Emergencies, Water, Sanitation and Hygiene in Emergencies, and Mental Health and Psychosocial Support shall be organized through an Executive Order. Its members/representatives shall be supported by an office order with roles and responsibilities identified, rules of engagements expounded and reporting mechanism discussed.
- iv. DRRM-H System shall be promoted and advocated especially during the **National Disaster Resilience Month** every *July* through conduct of awards and recognition of best practices.
- v. Local Leader and Health System Manager shall strengthen their leadership and management capacities through promoting good governance and management practices, and engaging partnership to provide technical assistance.

b) Service Delivery. Within Two (2) years from the effectivity of this Ordinance, the Municipal Health Office (MHO) or Rural Health Unit (RHU) shall develop the municipal's manual of operations on Health Care Providers Network (HCPN) arrangements, gate-keeping and referral system within and outside Municipal-wide Health System (MWHS) in emergency/disaster situations especially in the management of pre-hospital care, field hospital and evacuation center management and hospital surge for the effective and efficient coordination, management of resources and delivery of essential health service packages.

c) Resource Management and Mobilization. Within Two (2) years from the effectivity of this Ordinance, process algorithms shall be developed and shall be attached as an annex to the manual of operations developed for Service Delivery.

d) Knowledge and Information Management. There shall be innovative initiatives to maintain and sustain the optimized access and/or monitoring of health emergency and disaster knowledge/information to analyze and forecast trends, bolster early warning system, recognize and document best practices, among other, supporting DRRM-H System operation.

c.3 Financial Integration

The Local Health Board of this municipality shall implement financial integration subject to National Guidelines and in accordance to the terms of partnership in effect for the locality. Recommendations on the needed support in planning and investments, allocation and utilization of Special Health Fund, Financial grants, subsidies and donations, etc. for DRRM-H System

operations and allocation for Contingency Fund shall be based on the latest assessment conducted by the authorized representative implementing the functional DRRM-H System.

CHAPTER IV. MONITORING

Section 8. Reporting and Monitoring

The Municipality of San Miguel, Province of Iloilo shall lead and oversee the regular monitoring and evaluation of the implementation of a functional DRRM-H System. It may designate other relevant office/s or authorized representatives to carry out monitoring activities provided that all data gathered shall be submitted to and consolidated by the Municipal Health Office for regular reporting to the Local Health Board. These data shall also be used to decide on the frequency of reporting by which can be periodically modified as necessary based on performance and recommendation. Results shall be made available to the Department of Health (DOH) and its regional counterparts/representatives as requested.

CHAPTER V. APPROPRIATIONS

Section 9. Appropriation

The necessary funding to implement the provisions of this Ordinance and to implement the program may be sourced out from the following in order of priority:

- a.) The local government unit's annual National Tax Allotment (NTA);
- b.) National Government Agency (NGA) subsidy to related programs, projects, and activities through relevant agencies; and
- c.) Supplemental funding request from relevant NGAs.

Fund allotment shall be based on local investment review and latest menu of activities issued by the Department of Health (DOH) through Health Emergency Management Bureau (HEMB). All fund transfers, disbursements, utilization and accounting of resources shall strictly adhere to all government budgeting, accounting and auditing rules and regulations.

CHAPTER VI. MISCELLANEOUS AND FINAL PROVISIONS

Section 10. Implementing Rules and Regulations (IRR)

The Municipal Mayor may issue an appropriate and relevant rules and regulation or executive orders necessary for the proper implementation of any and all provisions of this Ordinance.

Section 11. Repealing Clause

All other municipal ordinances, orders and issuances, as well as pertinent rules and regulations thereof, which are inconsistent with any of the provisions of this Ordinance are hereby repealed and/or amended accordingly.

Section 12. Separability Clause

In the event that any of the provision/s of this Ordinance is declared illegal or invalid, the validity of the other provisions shall not be affected by such declaration.

Section 13. Effectivity

This Ordinance shall take effect upon approval and posting at the Bulletin Boards of: the Office of the Municipal Health Office or the Rural Health Unit; the Disclosure Board at the Lobby of the New Municipal Hall; at the San Miguel Public Market and Farmers Bagsakan Complex (SMPM-FBC) and at the Municipal Disaster Risk Reduction Building, all of the Municipality of San Miguel, Iloilo.

UNANIMOUSLY APPROVED.

RESOLVED FURTHER, to forward copy of this Ordinance to **Honorable Marina Luz Sanchez-Gorriceta**, Municipal Mayor for her approval and the **Office of the Sangguniang Panlalawigan**, Province of Iloilo *for review*;

RESOLVED FURTHERMORE, to furnish copies of this municipal ordinance to **Dr. Mary Jane Sancio-Gemino**, Rural Health Physician and **Mr. Alfonso Tomo**, LDRRMO II, all of the Municipality of San Miguel, Province of Iloilo for their *information, guidance and widest dissemination*.

I hereby certify to the correctness of the foregoing Municipal Ordinance.

(SGD.) **MARIA S. SEALZA**
Secretary to the Sangguniang Bayan

ATTESTED:

(SGD.) **BONIFACIO S. SALAPANTAN, JR.**
Municipal Vice Mayor / Presiding Officer

APPROVED:

(SGD.) **MARINA LUZ S. GORRICETA**
Municipal Mayor



Republic of the Philippines
Province of Iloilo
MUNICIPALITY OF SAN MIGUEL
OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 56TH REGULAR SESSION OF THE 11TH SANGGUNIANG BAYAN (2022-2025) OF THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO, HELD AT THE SESSION HALL, NEW MUNICIPAL HALL, MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO ON THE 24TH DAY OF JULY 2023 AT 9:00 O'CLOCK IN THE MORNING.

PRESENT: Hon. Bonifacio S. Salapantan, Jr.
Municipal Vice Mayor/Presiding Officer

Hon. Atty. Rochin Sherwin S. Sanchez.....S.B. Member
Hon. Miguel S. Garillos.....S.B. Member
Hon. Bernie S. Saul.....S.B. Member
Hon. Charles Vincent A. Saclauso.....S.B. Member
Hon. Rosalie G. Sales.....S.B. Member
Hon. Teresita T. Sabijon.....S.B. Member
Hon. Frince M. Sales.....S.B. Member
Hon. Michael S. Salaveria.....S.B. Member/Liga Pres.
Hon. Karl J. SilverioS.B Member/Acting SKMF Pres.

ON LEAVE:

Hon. Mark Levy O. Sanchez..... S.B. Member
Hon. Mikhail Khalil S. Tadifa S.B. Member/SKMF Pres.

MUNICIPAL ORDINANCE NO.2023-09

Sponsored by: Hon. Karl J. Silverio
Co-Sponsored by: Atty. Rochin Sherwin S. Sanchez

**“THE YOUTH DEVELOPMENT CODE
OF THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO.”**

WHEREAS, presented for third and final reading is Municipal Ordinance No. 2023-09;

WHEREAS, the State recognizes the vital role of the youth in nation-building and thus promotes and protects their physical, moral, spiritual, intellectual and social well-being, inculcates in them patriotism, nationalism and other desirable values, and encourages their involvement in public and civic affairs;

WHEREAS, to that end, the State shall establish adequate, effective, responsive and enabling mechanisms and support systems that will ensure the meaningful participation of the youth in local governance and nation-building;

WHEREAS, the State hereby declares that “Youth” is the critical period in a person’s growth and development from the onset of adolescence towards the peak of mature, self-reliant and responsible adulthood comprising the considerable sector of the population from the age of fifteen (15) to thirty (30) years old;

WHEREAS, the Municipality of San Miguel recognizes its responsibility to enable the youth realize their vital role in nation-building;

WHEREAS, this local government further declares the promotion and protection of the physical, moral, spiritual, intellectual and social well-being of the youth to the end that they realize their potential for improving their quality of life;

WHEREAS, the Municipality of San Miguel shall also inculcate in the youth patriotism, nationalism and other basic desirable values to infuse in them faith in the Creator, belief in the sanctity of life and dignity of the human person, conviction for the strength and unity of the family and adherence to truth and justice;

WHEREAS, the Municipality of San Miguel has already enacted its **Children’s Code** (*Municipal Ordinance No. 2014-02*) in September 15, 2014 which aimed at promoting and protecting the rights of all children; and the same Code was updated recently to which various amendments were introduced that were embodied in **Municipal Ordinance No. 2023-08** approved on July 3, 2023;

WHEREAS, this is the first Youth Development Code of the municipality aimed at affording protection and promoting the welfare of the San Migueleño youths to help them realize their vital role in nation-building;

WHEREAS, the enactment of the Youth Development Code was favorably made through the joint Committee Report No. 2023-40 of both the referral committees: *The Committee on Rules, Ordinances, Legal Matters, Good Governance; Public Ethics and Accountability; and the Committee on Youth and Sports Development* on July 10, 2023 Regular Session;

NOW THEREFORE, on motion of Hon. Karl J. Silverio; Co-authored by Atty. Rochin Sherwin S. Sanchez and duly seconded by all Members of the Sangguniang Bayan present, this Body now;

RESOLVED, as it is hereby resolved to approve Municipal Ordinance No. 2023-09, as in the following, to wit:

MUNICIPAL ORDINANCE NO. 2023-09

**“THE YOUTH DEVELOPMENT CODE
OF THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO.”**

**ARTICLE I
TITLE, POLICY AND DEFINITION OF TERMS**

Section 1. TITLE: This Ordinance shall be known as the “San Miguel Youth Development Code” and hereinafter referred to as the “Youth Code.”

Section 2. GENERAL POLICIES AND PRINCIPLES: The Municipality of San Miguel has the responsibility to enable the San Migueleño youths to fulfill their vital role in the nation-building. To this end, it shall create and establish structures, support programs and other activities in the municipality on a continued sustainable basis that will help them become mature, self-reliant and responsible individuals.

It shall be the declared policy of the Municipality of San Miguel to:

- a.) Recognize the equality among the youth, men and women, and eliminate

- all forms of discrimination;
- b.) Implement the strategy of youth development mainstreaming in local policy making, planning, programming and budgeting in local legislation, project development, implementation, monitoring and evaluation;
- c.) Pursue youth empowerment in political, economic, social, cultural, civil or any other field;
- d.) Deepen their knowledge and build the competencies of the youth development;
- e.) Strengthen their monitoring and evaluation system to assess the effectiveness and efficiency of their response to youth related problems or issues in locality; and
- f.) Institutionalized mechanism for oversight technical and coordination support on youth development.

Section 3. DEFINITION OF TERMS: For purposes of this ordinance, the following terms are defined as follows:

- a.) **Bullying** – refers to any severe or repeated use by one or more students of a written, verbal or electronic expressions, or a physical act or gestures or any combinations thereof, directed at the another student that has the effect of actually causing or placing the latter in reasonable fear of physical or emotional harm or damage to his property; creating a hostile environment at school for the other student; infringing on the right of the other at school; or materially and substantially disrupting the education process or the orderly operation of a school; such as, but not limited to the following:

- a.1.) Any unwanted physical contact between the bully and the victim, like punching, pushing, shoving, kicking, slapping, tickling, headlocks and inflicting pranks, teasing, fighting and the use of available objects as weapon;
- a.2.) Any act that causes damage to a victim psyche and/ or emotional well-being.
- a.3.) Any slanderous statement or accusation that causes the victim undue emotional distress like directing foul language or profanity at the target, name-calling, tormenting and commenting negatively on victims looks, clothes and body; and
- a.4.) Cyber-bullying or any bullying done through the use of social media or any electronics means.

- b.) **Commission** – refers to the National Youth Commission (NYC);
- c.) **Development** – the improved well-being, or welfare, of people and the process by which this is achieved; the sustained capacity to achieved a better life.
- d.) **Hazing**- refers to an initiation rite or practice as a prerequisite for admission into membership in fraternity, sorority or organization by placing the recruit, neophyte or applicant in some embarrassing or humiliating situation such as forcing to do mental, silly, foolish and other similar task or activities or otherwise subjecting him/her to physical or physiological suffering or injury;
- e.) **In School Youth**- refers to all youth of school age, whether organized or not, presently enrolled with any educational and vocational institution;
- f.) **Mainstreaming**- refers to the strategy for making youths concerns and experiences integral dimensions of the design, implementation, monitoring, and evaluation of policies and programs in all political, economic and societal spheres so that the youth benefit equally and inequality is not perpetuated. It is the process of assessing the implications to women and men of any planned action, including legislation, policies, or programs in all areas and all levels;
- g.) **Minor Youth**– shall include all youth whose ages range from 15-17 years.
- h.) **Out of School Youth (OSY)** - refers to all youth school age, whether organized or not, who are unable to avail of the formal school system or who have dropped out from all levels of formal education;
- i.) **Solo Parent**- refers to those who fall under the category of a solo parent defined under Republic Act No. 8972, otherwise known as the “Solo Parent Welfare Act of 2000” and Republic Act No. 11861 or “The Expanded Solo Parent Welfare Act of 2022;
- j.) **Working Youth**- shall refer to all youth whose ages range from 18-30 years who are employed either on a regular or temporary basis;
- k.) **Youth**- refers to those persons whose ages range from fifteen (15) to thirty (30) years as defined in Republic Act No.8044;
- l.) **Youth Development Officer (YDO)** - refers to the person duly appointed or designated by the local chief executive to serve as its agent in the municipality with the task provided for in this Ordinance;
- m.) **Youth Empowerment** - refers to the provision, availability, and accessibility of opportunities, services and observance of human rights which enable the youth to actively participate and contribute to the political, economic, social, and cultural development of the nation as well as those which shall provide them equal access to ownership, management, and control of production, and material and informational resources and benefits in the family, community, and society;
- n.) **Youth Organizations (YO)** – refers to those organizations whose membership/ composition are exclusively for youths;
- o.) **Youth Serving Organization (YSO)** - refers to those registered organizations whose principal programs, projects and activities are youth-oriented and youth related;
- p.) **Youth Disability**- refers to those youth who are suffering from restriction of different abilities, as a result of a mental, physical, or sensory impairment to perform an activity in the manner or within the range considered normal for a human being.

SECTION 4. COVERAGE. This Ordinance shall cover all youth as herein defined, who live or sojourn within the territorial jurisdiction of the Municipality of San Miguel, and, to the extent herein provided, barangays, communities, private and public institutions, national and local offices and agencies, and private business entities in the Municipality of San Miguel.

**ARTICLE II
RIGHTS AND DUTIES OF THE YOUTH**

SECTION 1. RIGHTS OF THE YOUTH. Every San Migueleño youths shall be entitled to the rights herein set forth without distinction as to legitimacy or illegitimacy, sex, social status, religion, political antecedence, and other factor;

- a. Right to wholesome family, life that will provide him/ her with love, care and understanding, guidance and counseling, moral and material security;
- b. Right to a well-rounded development of his/her personality to the end that he/she may become a happy, useful and active member of society;
- c. Right to a balance diet, adequate clothing, sufficient shelter, proper medical attention, and all the basic physical requirements of a healthy and vigorous life;
- d. Right to be brought up in an atmosphere of morality and rectitude for the enrichment and strengthening of his/her character;
- e. Right to an education commensurate with his/her abilities and to the development

of his/her skills for the improvement of his/ her capacity for service to himself or for his/her fellowmen.

- f. Right to full opportunities for safe and wholesome recreation and activities, individual as well as social, for the wholesome use of her/his leisure hours.
- g. Right to protection against exploitation, improper influences, hazards, and other conditions of circumstances, prejudicial to his/her physical, mental, emotional, social and moral development;
- h. Right to live in a community and a society that can offer him or her an environment free from pernicious influences and conducive to the promotion of his/her health and the cultivation of his or her desirable traits and attributes;
- i. Right to the care, assistance, and protection of the State, particularly when his/her parents or guardians fail or unable to provide him/her with fundamental needs for growth, development and improvement;
- j. Right to an efficient and honest government that will deepen his/her faith in democracy and inspire him/her with the morality of the constituted authorities both in their public and private lives;
- k. Right to grow up as free individuals in an atmosphere of peace, understanding, tolerance, and universal brotherhood, and with the determination to contribute his/her share in the building of the better world;
- l. Right to choose her/his own career, parents may advise him/ her on this matter but should not impose on him/her own choice;
- m. Right to choose his/her future spouse. Parents should not force or unduly influence him/her to marry a person he/she has not freely chosen.

SECTION 2. DUTY OF THE YOUTH. Every San Migueleño youths, regardless of the circumstances of his/her birth, sex, religion, social status, political antecedence and other factor shall:

- a. Strive to lead an upright and virtues life in accordance with the tenets of his/her religion, that teachings of the elders and mentors, and the biddings of a clean conscience;
- b. Love, respect and obey his/her parents and grandparents and cooperate with them in the strengthening of their family;
- c. And if by reason of his/her studies or for other causes he/she does not live with his parents, the latter shall communicate with him or her regularly and visit them as often as possible;
- d. Extend to his/her brothers and sisters his/her love, thoughtfulness and helpfulness and endeavor with them to keep the family harmonious and united;
- e. Exert his/her utmost to develop his/her potentialities for service particularly by undergoing a formal education suited to his/her abilities, in order that he/she may become an asset to himself and to society;
- f. Respect not only his/her elders but also the customs and traditions of our people, the memory of our heroes, the duly constituted authorities, the law of our country and the principles and the institution of democracy;
- g. Participate actively in the civic affairs like the annual Linggo ng Kabataan Celebration (Second Week of August per Municipal Ordinance No. 2023-06) and the SanMigCosCon (Every last week of October per Municipal Ordinance No. 2023-08 {Amending Municipal Ordinance No. 2014-02 [Children's Code] }) promotion of the general welfare, always bearing in a mind that it is the youth who will eventually be called upon to discharged the responsibility of leadership in shaping the nation future;
- h. Help in the observance of individual human rights, the strengthening of freedom everywhere, the fostering of cooperation among nations in the pursuit in their common aspirations for programs and prosperity in the furtherance of world peace.

**ARTICLE III
POLICIES FOR THE YOUTH**

SECTION 1. PROTECTION AND SAFETY.

- a. **STRONG AND SUSTAINED POLICE AND CIVILIAN VISIBILITY.**
A strong and sustained police and civilian visibility in the barangays are keys in protection and prevention of youth from becoming victims of crimes and violence at the grassroots level. Round the clock patrol of Police Officer assigned in community precincts together with Barangay Officials, Sangguniang Kabataan Officials and Barangay Tanods in order to protect the San Migueleño Youths;
- b. **ASSISTANCE TO REHABILITATION OF YOUTH VICTIMS OF DRUG ABUSE.**
The Local Government of San Miguel abhors all forms of illegal narcotics, but not the victim end-users. Youth victims of drug abuse shall be treated with care and supervision by the Barangay Officials where they belong through various intervention programs prior to their reintegration to the community;
- c. **PREVENTION OF BRUTALITY.**
The Local Government of San Miguel shall endeavor to encourage the Philippine National Police (PNP) Municipal Police Station to cause their police force assigned to the community precincts undergo training on proper handling and treatment of abused and delinquent youth such that rudeness, harshness, brutality and cruelty against the youth be prevented;
- d. **ASSISTANCE BY REGISTERED SOCIAL WORKERS.**
The Local Government shall also assign social workers, as the need arises, in every police precinct to team up with the police in the conduct of investigation and treatment of youth victim of crimes and violence;
- e. **GENDER-SENSITIVE LAW ENFORCERS.**
To develop a gender-sensitive police force and barangay enforcers dealing with the youth, the Local Government, in coordination with the National Government Agencies (NGA's) and Non-Government Organization (NGO's), shall assist in capability building of PNP personnel assigned at police stations in the municipality, as well as local barangay authorities;
- f. **CARE AND PROTECTION FOR THE DISADVANTAGED AND MARGINALIZED YOUTH SECTOR.**
The local government of San Miguel shall promote the welfare of the disadvantaged and marginalized youth giving special attention on policies and programs for the minor youth, women youth, LGBT youth, special youth and youth migrant workers geared towards the prevention, eradication of exploitation of youth in any form, including prostitution, trafficking and illegal recruitment;
- g. **PARENTAL RESPONSIBILITY.**
The local government shall treat and punish parents who abandon, neglect or abuse their minor youth children;
- h. **SHELTER FOR YOUTH VICTIMS OF VIOLENCE.**

Support and strengthen the "*Bahay Tuluyan*" as Crisis Center for minor youth, including the LGBTs and endeavor to create or establish more similar shelters in the effort towards protection, rehabilitation and integration of minor youth victims of violence to the community;

- i. **REHABILITATION FOR Children-in Conflict with the Law (CICL).**
Support and strengthen the *Bahay Pag-asa*, as well as establish similar facilities, treatment care and rehabilitation centers for Children-in- Conflict with the Law (CICL) to prepare them for reintegration to the community;
- j. **COMMERCIALIZATION OF WOMEN YOUTH.** Staging of beauty contests, fashion shows and similar competitions and activities shall only be allowed in the municipality if the same will present or project women youth not as sexual objects but as an individual with beauty, talents, skills and intelligence. The municipal government of San Miguel abhors any discrimination, ridicule, abuse and exploitation of youth-women, men and LGBTs-in these events, and shall be dealt with accordingly.

Section 2. LABOR AND EMPLOYMENT.

- a. **VISITATION POWERS OF THE MUNICIPAL GOVERNMENT.** Local government authorities shall conduct periodical visitations on all private business establishments within the territorial jurisdiction of the municipality to ensure that the working youth are afforded good working environment under humane working conditions. Violations of labor standards law shall be reported to the Department of Labor and Employment (DOLE) without prejudice to any administrative proceeding before the concerned local authorities;
- b. **REGULAR CONDUCT OF JOB FAIRS.** The local government, through the Public Employment Service Office (PESO), shall establish linkages with the private sector and companies for diverse job opportunities for the working youth;
- c. **HIGHLY EMPLOYABLE SKILLS TRAINING AND NON-FORMAL COURSES.** The local government of San Miguel, through the various agencies, shall provide the unemployed, undergraduate and out of school youth (OSY) highly employable skills training and non-formal courses geared towards local and overseas employment, through the Technical Education and Skills Development Authority (TESDA) that will be established in the municipality;
- d. **CAREER ORIENTATION.** The local government shall assist and guide in-school youth and new graduates on what career to pursue given in the demands of the market through the conduct of career orientation seminars.
- e. **DAY-CARE AND BREASTFEEDING STATIONS.** The local government of San Miguel shall encourage all private establishments and offices in Municipality of San Miguel to provide day-care clinics and breastfeeding stations for the youth mother employees by allowing as business tax deductions from the gross income the cost of establishing, operating and maintaining day care clinics and breastfeeding stations;
- f. **STOP DISCRIMINATIONS AT THE WORK PLACE.** The local government shall endeavor to stop all forms of discrimination in whatever aspects of employment on all working youth-men, women, including the LGBTs, in the working place, whether public or private.

SECTION 3. HEALTH CARE

- a. **ACCESS TO MEDICAL SERVICES.** The municipal government shall endeavor free, if not, affordable but reliable medical services in the local public hospitals and health centers. The local government of San Miguel may provide incentives to private hospitals and medical service providers in the municipality that will render free medical services to municipality residents, including the youth;
- b. **AUGMENTING ACCESS TO MEDICAL SERVICES.** To ensure access to medical services and to promote employment of the youth health workers especially the fresh graduates, the municipal government shall encourage the establishment and the operation of health clinics, health centers, lying-in hospitals, and other allied medical services within the Municipality of San Miguel;
- c. **HEALTH EDUCATION FOR ADOLESCENTS.** The local government of San Miguel shall join and support the national government in providing age and development-appropriate reproductive health education to adolescents which shall be taught by adequately trained teachers, informal and non-formal education system, and integrated in relevant subjects such as, but not limited to, values formation, knowledge and skills in self-protection against discrimination, sexual abuse and violence against women and children and other forms of gender base violence teen pregnancy, physical, social and emotional changes in adolescents, women's rights and children's rights, responsible teenage behavior, gender and development and responsible parenthood;
- d. **ADDRESS MORTALITY AND MORBIDITY OF TEENAGE PREGNANCY AND WOMEN-RELATED ILLNESSES.** The local government of San Miguel through the Rural Health Unit, shall address the increasing mortality and morbidity of teenage pregnancy and all serious and life-threatening reproductive health conditions such as HIV and AIDS, breast and reproductive tract cancers, and obstetric complications prevalent among women youth;
- e. **MATERNAL CARE FOR WOMEN YOUTH.** The local government of San Miguel shall promote maternal health care for youth mothers, including care for their children, by providing pre-natal and postnatal care postpartum care, safe delivery, newborn screening and basic vaccinations for infants in local public hospitals/ to be established rural health unit;
- f. **REPRODUCTIVE HEALTH AND FAMILY PLANNING FOR THE YOUTH.** The local government shall educate the youth on reproductive health and family planning, and shall endeavor to help reduce the incidence of teenage pregnancy and pre-marital sex;
- g. **ADDRESS OVERWEIGHT AND OBESITY AMONG THE YOUTH.** The local government shall promote and advocate healthy lifestyle for the youth, both women and men, to non-communicable diseases such as overweight and obesity through the conduct of lifestyle modification seminars, zumba, fun runs and fitness classes and programs;
- h. **SOCIAL SECURITY SYSTEM (SSS) AND PHILHEALTH FOR THE WORKING YOUTH.** The local government of San Miguel shall ensure and monitor that the private establishments and offices have enrolled their working youth in the SSS and PhilHealth and encourage that they be given health cards;
- i. **HEALTH SERVICES ON YOUTH DETAINEES/INMATES.** The local government of San Miguel, through the Rural Health Unit, shall conduct regular medical check up to all youth detainees/inmates in the municipal jail and psychological evaluation for those newly committed, including the conduct of paramedic trainings for jail officers and personnel, as well as the detainees/inmates with the view to equip them with the skills in the first aid and

even alternative healing modalities;

- j. **HUMAN IMMUNO-DEFICIENCY VIRUS (HIV)/ SEXUALLY TRANSMITTED DISEASE (STD) EDUCATION CAMPAIGN.** The local government of San Miguel shall promote information and education of HIV and sexually transmitted diseases on the youth-men, women and LGBTs-and encourage voluntary counseling and testing for all HIV victims.

SECTION 4. EDUCATION.

- a. **ALTERNATIVE LEARNING SYSTEM (ALS).** The local government of San Miguel shall encourage less fortunate and OSY earn their basic education diploma through Alternative Learning System (ALS);
- b. **SCHOLARSHIP FOR TECHNICAL AND VOCATIONAL COURSES.** In the partner with the private sector, the municipal government shall provide scholarships for deserving OSY and underprivileged youth for training and seminar on technical and vocational courses in line with the applicable provisions of Municipal Ordinance No. 2022-08 (Scholarship Program of the municipality);
- c. **YOUTH SPORTS PROGRAM.** The local government of San Miguel shall set up a comprehensive and integrated sports development program for the youth with goal to discover and develop excellent resident athletes that will bring pride and glory to Municipality of San Miguel and to the country include Annual Sangguniang Kabataan Sports Tournament, in-school Intramural Meets and the establishment of the Batang San Miguel Sports Academy;
- d. **OSYs TO SPORTS.** The local government shall direct the attention of OSY from gambling and drugs to sports, including health and fitness activities;
- e. **SPECIAL EDUCATION.** SPED Centers and school shall be encouraged in Municipality of San Miguel for the benefit of the special youth, and shall provide the needed support and assistance to capability building activities of SPED Teachers;
- f. **BASIC LITERACY AND NUMERACY PROGRAM.** The local government shall promote basic literacy program to indicate literacy among OSY and underprivileged youth by developing basic literacy skills of reading, writing and numeracy every summer;
- g. **STOP DISCRIMINATION AGAINST LGBT YOUTH AT SCHOOL.** The local government in coordination with public and private educational institutions in Municipality of San Miguel, shall endeavor to stop all forms of discrimination, especially in terms of admission, expulsion, and disciplinary actions, against LGBT youth at school as envisioned by Municipal Ordinance No. 2020-02 (Anti-Discrimination Ordinance for LGBTIQ's);
- h. **ANTI- HAZING POLICY.** The local government adheres on the policy to eradicate hazing involving in school youth in all school, public or private, within its territorial jurisdiction;
- i. **ANTI-BULLYING CAMPAIGN** to protect the minor youth, the local government shall ensure that anti-bullying policies are set up and made known to the public in all public and private schools within its territorial jurisdiction;

SECTION 5. SOCIO-ECONOMIC WELL BEING.

- a. **MARRIAGE AS INVIOLENT SOCIAL INSTITUTION.** The local government shall inculcate in the youth that marriage, as an inviolable social institution, is the foundation of the family and shall be protected;
- b. **FAMILY AS THE FOUNDATION OF THE NATION.** The local government shall inspire the youth that the *Family* is the foundation of the nation, accordingly, it shall strengthen its solidarity and actively promote its total development through the plans, programs and activities implemented by the municipality;
- c. **DUTY TO CARE FOR THE ELDERS.** The local government shall install in the youth that the family has the duty to care for its elderly members, gives full support to the improvement of their total well-being, and recognizes their contribution to nation building as mandated by Municipal Ordinance No. 2010-05 (Municipal Council for the Elderly/Respect for the Aged Day) and Municipal Ordinance No. 2012-06 (Maximizing the Valuable Contribution of Senior Citizens and Centenarians).
- d. **RESPECT TO YOUTHS RELEGION.** The local government shall promote the youth's spiritual well-being accordingly to the precepts of his/her religion;

SECTION 6. YOUTH GOVERNANCE.

- a. **YOUTH DESK.** The local government will set up a **Youth Desk** that will help the youth in all youth related concerns and problems, as well as facilitate delivery of the youth related programs and activities of the municipality in the Office of the Sangguniang Kabataan and the PNP;
- b. **MAINSTREAM YOUTH DEVELOPMENT IN LOCAL LEGISLATIONS.** The local government shall endeavor to mainstream youth development in local legislations through the regular celebration of the Annual Linggo ng Kabatan (Municipal Ordinance No. 2023-06);
- c. **PARTICIPATION OF THE YOUTH IN LEGISLATION.** The Office of the Sangguniang Bayan and their committees, in the conduct of hearings in aid of legislation, shall always invite and solicit the comments and opinion of the youth organization and the Sanggunian Kabataan Federation in Municipality of San Miguel;
- d. **REPRESENTATION FROM THE YOUTH IN GOVERNANCE.** The local government shall ensure youth participation in local government councils, bodies or board to effectively represent the interest and sentiments of youth to this end ensuring the accreditation of YSO in the Sanggunian;
- e. **USE OF GENDER-FAIR LANGUAGES.** The local government shall encourage all its employees and officials to use gender fair languages in dealing with people, especially the youth;

ARTICLE IV

MUNICIPALITY OF SAN MIGUEL COUNCIL FOR YOUTH WELFARE

SECTION 1. MUNICIPALITY OF SAN MIGUEL COUNCIL FOR YOUTH WELFARE (MSMCYW). It is hereby created **Municipality of San Miguel Council for Youth Welfare** and shall be responsible for the formulation of policies and implementation of the youth welfare and development programs, projects and activities in coordination with various government and non-government organizations. Its objectives are the following;

A. GENERAL OBJECTIVES:

- To develop and harness the full potential of the youth as responsible partners in nation building;
- To encourage intensive and active participation of the youth in all government and non-government programs, projects and activities affecting them;
- To harmonize all government and non-government initiatives for the development of the youth sector; and
- To supplement government appropriations for the promotion and development with funds from other sources;

B. SPECIFIC OBJECTIVES:

- To broaden and strengthen the services provided by the national government agencies, local government units and private agencies to the youth;
- To provide information mechanism on youth opportunities on the areas of education, employment, livelihood, physical and mental health, capability-building and networking;
- To increase the spirit of volunteerism among the youth of the municipality, particularly in the maintenance of peace and order and preservation, conservation and protection of the environment and natural resources within their locality;
- To provide monitoring and coordinating mechanism for youth programs, projects and activities; and
- To provide venue for the active participation of the youth in cultural and eco-tourism awareness program.

SECTION 2. COMPOSITION OF THE COUNCIL. The MSMCYW shall be composed of the following:

a.	MUNICIPAL MAYOR	Chairperson
b.	YOUTH DEVELOPMENT OFFICER- Designate	Co-Chairperson
c.	S.B. MEMBER, CHAIRPERSON OF THE COMMITTEE ON CHILDREN'S WELFARE AND FAMILY AFFAIRS	Member
d.	MUNICIPAL PLANNING AND DEVELOPMENT OFFICER	Member
e.	MUNICIPAL SOCIAL WELFARE AND DEVELOPMENT OFFICER	Member
f.	RURAL HEALTH PHYSICIAN	Member
g.	SCHOOL'S DISTRICT SUPERVISOR	Member
	YOUTH ORGANIZATION REPRESENTATIVES:	
h.	1. PRESIDENT, PAMBAYANG PEDERASYON NG MGA SANGGUNIANG KABATAAN	Member
i.	2. PRESIDENT, FEDERATION OF SUPREME PUPIL GOVERNMENT (SPG) (Elementary Level)	Member
	TWO (2) YOUTH-SERVING ORGANIZATION REPRESENTATIVES:	
j.	1. CHURCH-Based Organization	Member
k.	2. PRESIDENT, SUPREME STUDENT GOVERNMENT (SSG) of the LSSNHS	Member
l.	PUBLIC EMPLOYMENT SERVICE OFFICER- Designate	Member
m.	SCHOOL ADVISERS, SSG (of LSSNHS) and SPG (Federated) in the Elementary Level	Members
n.	CHIEF OF POLICE, SAN MIGUEL MUNICIPAL POLICE STATION	Member
o.	PRESIDENT, LIGA NG MGA BARANGAY	Member

The Council shall meet semi-annually during the First-day of June (June 1) and First-day of December 1 (December 1) every year or as often as may be deemed necessary. The Chairperson or his/her duly designated convenor shall preside in all council meetings.

The organization of the Council, the Technical Working Group and the Secretariat shall be made through an Executive Order (E.O.) to be issued by the Municipal Mayor Thirty (30) days from the approval of this Ordinance and the Council shall convene for the first time fifteen (15) days after its constitution.

SECTION 3. CREATION OF COUNCIL'S TECHNICAL WORKING GROUP AND SECRETARIAT.

The **Technical Working Group (TWG)** will assist the council in the conduct of its functions such as preparation of the necessary documents in securing permits and clearances whenever needful, act as a monitoring and evaluation tool and submit a monitoring evaluation report to the council and conduct study and recommend appropriate programs to the council for its approval and implementation. The members of the TWG shall be selected and appointed by the Municipal Mayor.

The **Secretariat** will be entrusted with maintaining its records, overseeing or performing secretarial duties, performing routine clerical functions such as preparing the agenda, drafting correspondence, scheduling appointments, organizing and maintaining paper and electronic files. It shall be composed of three (3) permanent employees, one each coming from the Mayor's Office, Sangguniang Bayan Office and Municipal Social Welfare and Development Office.

SECTION 4. FUNCTIONS OF THE COUNCIL. The following shall be the functions of the Council:

- To make a profile and database of the registered/accredited youth organizations;
- To formulate policies and component programs in coordination with the various government agencies handling youth related programs, projects and activities;
- To coordinate and harmonize activities of all agencies and organizations in the municipal engage in the youth development programs;
- To develop and provide support for the development and coordination of youth projects and design strategies to gain support and participation of the youth;
- To accredit sports and recreational centers, hotels, training centers and other institutions providing services to the youth as identified in this Code;
- To assist the national government and government agencies in the promotion of programs, projects and activities in the local level;
- To assist various government and non-government agencies in the identification and nomination of qualified participants to different programs, projects and activities for youth;
- To conduct fund raising programs. It shall likewise receive donations, bequest, and may enter into contracts with other government and non-government agencies necessary for the accomplishment of the objects of this code;
- To recommend youth programs and project proposals to appropriate government

- agencies and non-government organizations necessary for the accomplishment of the objectives of this code;
- j. To accredit training pools for the purpose of assisting line agencies in implementing training and capability-building programs;
- k. To solicit book and receive donations from any individual, non-government agencies, both local and international;
- l. To create a research team that will formulate a mechanism to come up with a local youth situational;
- m. To establish youth centers as may deemed necessary;
- n. To monitor implementation of programs and projects at the local level;
- o. In consultation with all accredited youth organizations, to develop the youth legislative agenda and advocate and/or lobby for its passage; and
- p. To perform such other functions as may be provided by law or this Ordinance.

SECTION 5. CREATION OF MUNICIPALITY OF SAN MIGUEL YOUTH DEVELOPMENT OFFICE: FUNCTIONS. Should the financial capacity of this local unit would be sufficient in the coming years, the Municipal Youth Development Office may be created which shall be headed by a Youth Development Officer with the rank more or less of an Office Head in the local government unit of this municipality.

SECTION 6. YOUTH CENTER / OFFICE. The Municipality of San Miguel Council for Youth Welfare may establish a **Youth Center** which shall operate as a multi-purpose center or a one-stop shop facility that will provide services and activities, such as but not limited to; scholarship, sports and recreation, culture and arts, livelihood and manpower, information technology, library, health, training and capability building, youth cooperative, legal assistance and environmental awareness.

SECTION 7. LOCAL YOUTH CONGRESS. The Municipality of San Miguel Council for Youth Welfare shall convene a **Local Youth Congress** or conduct consultations with the youth at least once a year on the occasion/celebration of the Annual Linggo ng Kabataan (Every Second Week of August / Municipal Ordinance No. 2023-06), to gather information and data that shall serve as inputs in the formulation and update of the Youth Development Plan of the locality. The Council shall submit the resolutions, declarations and proceedings of the local Youth Congress/Consultations to the Office of the Sangguniang Bayan for appropriate action.

SECTION 8. YOUTH DEVELOPMENT PLAN. The Council shall formulate and adopt a Three-year Municipal Youth Development Plan which shall be duly supported/approved by an Ordinance enacted by the Office of the Sangguniang Bayan. The said plan shall be the basis for the implementation of local youth welfare and development programs and services in coordination with the concerned government agencies.

ARTICLE V

LOCAL YOUTH DEVELOPMENT COUNCIL (LYDC)

SECTION 1. MUNICIPALITY OF SAN MIGUEL YOUTH DEVELOPMENT COUNCIL. To ensure a wide and multi-sectoral youth participation in local governance, there shall be created a **Municipal Youth Development Council (MYDC)**. It shall be composed of representatives of youth and youth in serving organization in the municipality. The MYDC shall assist in the planning and execution of projects and program of the Sangguniang Kabataan Municipal Federation.

The MYDC shall be funded by the annual appropriation of the municipality through the Office of the Sangguniang Bayan.

ARTICLE VI

REGISTRATION AND ACCREDITATION OF YOUTH ORGANIZATIONS

SECTION 1. YOUTH ORGANIZATIONS AND YOUTH-SERVING ORGANIZATIONS. Youth organization shall refer to those organizations whose membership / composition are purely youth. Youth-serving organizations refer to those registered organizations whose principal program, projects and activities are youth oriented and youth related.

SECTION 2. ACCREDITATION/ REGISTRATION OF YOUTH ORGANIZATIONS. Only those youth groups/ organizations or associations which exist in the Municipality of San Miguel shall be accredited by the Office of the Sangguniang Bayan. The requirements for accreditation/ registration to the Office of the Sangguniang Bayan are as follows:

- a. Letter expressing intent for accreditation/ registration;
- b. Resolution requesting for accreditation/ registration of the youth group/ organizations/ association with their official representatives;
- c. Certification of existence and veracity of information submitted to the Office of the Sangguniang Bayan from any of the following:
 - c.1. Office of the Student Affairs or any school head/administrator, for In-school youth organizations;
 - c.2. Punong Barangay, DOLE, DSWD, DILG, DA and DAR, for Out-of-school youth, special youth, disadvantaged youth and community youth organizations;
- d. Constitution and By-Laws; if none, at least organizational policies and guidelines;
- e. List of activities undertaken for the last twelve (12) months with financial statement, except for newly established organizations;
- f. Plan and Budget and activities for the current year;
- g. Certification/Registration with the Securities and Exchange Commission (SEC), if applicable;
- h. List of officers and Members and their contact number and Email addresses; the Head/Chairperson/President of the youth group should be of legal age; and,
- i. Certificate of Accreditation from the National Youth Commission (NYC) and Department of Labor and Employment (DOLE), if applicable.

SECTION 3. RIGHTS AND DUTIES OF REGISTERED AND RECOGNIZED YOUTH ORGANIZATIONS.

- A. Registered or accredited youth organizations shall have the following rights:
 - a. The right to participate in all activities of the Municipality of San Miguel Youth Development Council;
 - b. The right to avail of the services of the Local Government of San Miguel relative to the youth and its development;
 - c. The right to vote and if qualified, to be voted upon;
 - d. The right to use the facilities of the Local Government of San Miguel in their

activities.

B. The following are the duties and responsibilities of members of accredited youth organizations:

- a. To actively participate in the activities of the Council; and
- b. To propagate by word and deed the principles, objectives, and programs of the council.

Any youth organization/ association existing within the Municipality of San Miguel that failed to register or accredit are not entitled to any benefit that the Municipality may provide and are not entitled to representation in the Council.

ARTICLE VII

MONITORING, EVALUATION AND OVERSIGHT MECHANISMS

SECTION 1. MONITORING AND EVALUATION MECHANISMS. The local government shall establish, enhance, strengthen and maintain a youth development **Monitoring and Evaluation (M&E)** system. In establishing and/or strengthening the M&E system, the Municipal Mayor shall issue an executive order creating the M&E Team. The same may be included in the executive order creating the MSMCYW. The M&E Team shall be composed of the Municipal Local Government Operations Officer (MLGOO), the Secretary to the Sangguniang Bayan and the Municipal Budget Officer.

The M&E Team shall monitor the implementation of the annual budget of the Youth Development Office and programs, and shall prepare annual status reports on the institutional mechanisms for youth development main streaming. The M&E Team shall also evaluate the outcomes of the Municipal Youth Development policies, programs and projects, and report the same to the Municipal Mayor and the Office of the Sangguniang Bayan.

SECTION 2. OVERSIGHT MECHANISM. The local government shall establish an **Oversight System/Team (OS/T)** to monitor and coordinate the implementation of the Youth Code. The Committee on Youth and Sports Development in the Office of the Sangguning Bayan shall comprise the OS/T. It OS/T shall also act as an advisory body on matters arising from the implementation of the Youth Code. The Oversight System/Team shall submit an annual report on the status of implementation and results of the Youth Code to the Municipal Mayor.

ARTICLE VIII

FINAL PROVISIONS

SECTION 1. APPROPRIATIONS. Within three (3) months from the approval of this ordinance, an amount of at least One Hundred Thousand Pesos (PhP100,000.00) necessary to implement the different provisions of this Ordinance shall be included in the Annual/General Appropriations or Supplemental Budget of this municipality .

SECTION 2. SEPARABILITY CLAUSE. If for any reason or reasons, any part or provision of this ordinance shall be held unconstitutional or invalid, other parts or provisions hereof which are not affected shall continue to be in full force and effect.

SECTION 3. REPEALING CLAUSE. All ordinances, rules and regulations, executive orders or part thereof which are, in conflict with, or inconsistent with any provisions of the Ordinance, shall be considered repealed, amended or modified accordingly.

SECTION 4. EFFECTIVITY CLAUSE. This ordinance shall take effect after fifteen (15) days from approval and publication in a newspaper of local circulation in the City/Province of Iloilo.

RESOLVED FURTHER, to forward copies of this Municipal Ordinance to **Honorable Marina Luz Sanchez-Gorriceta**, Municipal Mayor for approval; and the **Office of the Sangguniang Panlalawigan, Province of Iloilo for review;**

RESOLVED FURTHERMORE, to furnish copies of this Municipal Ordinance to the following: *Mr. Marc Jason D. Sanchez (HRMO/LYDO-Designate); Hon. Karl J. Silverio (Acting SKMF President); EnP. Nicanor Escalera, (Municipal Planning and Development Coordinator); Mrs. Evan S. Brillantes, (Municipal Social Welfare and Development Office); Dr. Mary Jane S. Gimeno, (Rural Health Physician); School's District Supervisor; Ms. Vanessa E. Marques, (Adviser of the Federation of the Supreme Pupil Government (SPG), Elementary Level); Mrs. Wella Mae Sarasin-Escudro, (Adviser of the Supreme Student Government (SSG) of the Leonora S. Salapantan National High School (LSSNHS); Public Employment Service Officer (PESO)-Designate; PMaj. Richard V. Lao, (Chief of Police, Municipal Police Station); and all (24) Chairpersons of the Sangguniang Kabataan (S.K.) through their respective Punong Barangays; all of the Municipality of San Miguel, Province of Iloilo for their information, guidance and widest dissemination.*

UNANIMOUSLY APPROVED.

I hereby certify to the correctness of the foregoing Municipal Ordinance.

SGD.) MARIA S. SEALZA
Secretary to the Sangguniang Bayan

ATTESTED:

(SGD.) BONIFACIO S. SALAPANTAN, JR.
Municipal Vice Mayor / Presiding Officer

APPROVED:

(SGD.) MARINA LUZ S. GORRICETA
Municipal Mayor



Republic of the Philippines
Province of Iloilo
Municipality of San Miguel
OFFICE OF THE SANGGUNIAN BAYAN

EXCERPTS FROM THE MINUTES OF THE 74TH REGULAR/OUTREACH SESSION OF THE 11TH SANGGUNIAN BAYAN (2022-2025) OF THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO HELD AT MDRRM BUILDING, SAN MIGUEL, ILOILO ON NOVEMBER 28, 2023 AT 9:00 O'CLOCK IN THE MORNING.

PRESENT: **Hon. Bonifacio S. Salapantan, Jr.**
Municipal Vice Mayor/Presiding Officer

Hon. Mark Levy O. Sanchez.....S.B. Member
Hon. Atty. Rochin Sherwin S. Sanchez.....S.B. Member
Hon. Miguel S. Garillos.....S.B. Member
Hon. Bernie S. Saul.....S.B. Member
Hon. Charles Vincent A. Saclauso.....S.B. Member
Hon. Rosalie G. Sales.....S.B. Member
Hon. Teresita T. Sabijon.....S.B. Member
Hon. Kierstine Micolle C. Manglallan.....S.B. Member/SKMF President

ON LEAVE:
Hon. Fince M. Sales.....S.B. Member
Hon. Michael S. Salaveria.....S.B. Member/Liga President

MUNICIPAL ORDINANCE NO. 2023-13

Sponsored by: The Committee on Rules, Ordinances, Privileges and Legal Matters;
Good Governance, Public Ethics and Accountability (Lead Committee);
The Committee on Trade, Commerce and Industry; and
The Committee on Market and Slaughterhouse.

"THE INTEGRATED PUBLIC-PRIVATE PARTNERSHIP (PPP) CODE OF THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO"

WHEREAS, presented for third and final reading is the first **Integrated Public-Private Partnership Code** of the Municipality of San Miguel;

WHEREAS, **Article II, Section 20 of the 1987 Constitution**, provides *"The State recognizes the indispensable role of the private sector, encourages private enterprise, and provides incentives to needed investments";*

WHEREAS, **Public-Private Partnerships (PPP)** is a contractual agreement between the government and the private sector targeted towards financing, designing, implementing and operating infrastructure facilities and services that were traditionally provided by the public sector; it embodies optimal risk allocation between the parties – minimizing cost while realizing project developmental objectives;

WHEREAS, PPP offers monetary and non-monetary advantages for the municipality, it addresses the limited funding resources for development projects of the public sector by allowing public funds for other local priorities; it is a mechanism to distribute project risk to both public and private sector; PPP emphasizes value for money, focusing on reduces costs, better risk allocation, faster implementation, improved services and possible generation of additional revenue;

WHEREAS, the **Department of Interior and Local Government (DILG)** Legal Opinion No. 8, series of 2014 declared that *"there is no specific statute on PPP nor guidelines on joint ventures for local governments"* and that a *"duly enacted local legislation (Public-Private Partnership Code) must be complied with in undertaking its PPP projects";*

WHEREAS, according to the Opinion No. 18, series of 2012 issued by the **Department of Justice (DOJ)**, *"xxx local government units may enact their own Public-Private Partnership (PPP) Code or omnibus ordinance outlining among others, all applicable modalities. A local government, through an enabling ordinance, is free to act and address local concerns, even without an enabling ordinance, provided that no statute will be infringed";*

WHEREAS, in legal Opinion No. 10, series of 2014, the **Department of Interior and Local Government (DILG)** affirmed the above quoted DOJ Opinion and further said that, *"the LGUs' discretion is consistent with the state policy of local autonomy and is in line with the operative principle of decentralization and the national goal of propelling social and economic growth and development through the active participation of the private sector";*

WHEREAS, in furtherance of and consistent with local autonomy, fiscal autonomy, the principle of subsidiarity, public good and welfare, general welfare, and full autonomy and proprietary powers, the Municipality of San Miguel is free, provided no statute is violated, to adopt its definition of a PPP undertaking and prescribe the requirements, procedures and conditions for municipal PPPs, and incorporate these in an operative frameworks;

WHEREAS, having a framework in ordinance form will ensure and facilitate consistency, integrity, reliability, sustainability, accountability, transparency, and enforceability;

WHEREAS, the enactment of this Ordinance was made through the favourable recommendations contained in **Committee Report No. 2023-64** sponsored by the **Committee on Rules, Privileges, Ordinances and Legal Matters, Good Governance, Public Ethics and Accountability (Lead Committee); The Committee on Trade, Commerce and Industry, Labour and Employment, Economic Affairs and Investment; and The Committee on Market, Food and Slaughterhouse**, which was adopted by the August Body through Resolution No. 2023-415 passed on November 28, 2023 Regular Session/Outreach Session along with the presence of the Sangguniang Barangays of Barangay 1, 2, 3, 4 and 5 held at the Second Floor, MDRRMO Building; and this Integrated Public-Private Partnership (PPP) Code was presented before the public in a Public Hearing sponsored by the three (3) committees held on October 11, 2023 at the KOICA Building, located at Barangay 8, this municipality;

NOW THEREFORE, on motion of **Atty. Rochin Sherwin S. Sanchez, Chairperson of the Committee on Rules, Privileges, Ordinances and Legal Matters, Good Governance, Public Ethics and Accountability** and jointly seconded Hon. Rosalie G. Sales and Hon. Kierstine Micolle C. Manglallan, this Body now;

RESOLVED, as it is hereby resolved to approve Municipal Ordinance No. 2023-13; as in the following, to wit:

MUNICIPAL ORDINANCE NO. 2023-13

"THE INTEGRATED PUBLIC-PRIVATE PARTNERSHIP (PPP) CODE OF THE MUNICIPALITY OF SAN MIGUEL, PROVINCE OF ILOILO."

BE IT ORDAINED, as it is hereby ordained by the 11th Sangguniang Bayan of the Municipality of San Miguel in session assembled, that:

CHAPTER I
Basic Principles and Definitions

Section 1.1 Short Title. - This Ordinance shall be otherwise known as **PUBLIC-PRIVATE PARTNERSHIP (PPP) OF THE MUNICIPALITY OF SAN MIGUEL, ILOILO, ADOPTING A CONTRACT MANAGEMENT FRAMEWORK AND PROVIDING APPROPRIATIONS AND FOR OTHER PURPOSES.**

Section 1.2 Declaration of Policy

- (a.) It is hereby declared as a policy that the Municipality of San Miguel, Iloilo shall advance the public good and general welfare and promote the interest of the community and the Municipality within the framework of sustainable and integrated development, and effective constructive engagement and meaningful people's participation in local governance.
- (b.) PPPs shall be pursued by the Municipality consistent with and in furtherance of the vision and mission of the Municipality which state that:

Vision:

SAN MIGUEL to be the center of eco-agri tourism in Western Visayas, with a peaceful, empowered, morally upright and God-loving citizenry, with diversified, sustainable and competitive economy, within a livable and resilient environment governed by a committed and honest leadership.

Mission

To improve the general of the people to become self-reliant responsive and productive members of the society.

Section 1.3 Operative Principles. –The accomplishment of the stated policy shall be guided by the following principles:

The accomplishment of the stated policy shall be:

- (a.) The Municipality, pursuant to Section 1, 2 and 5, Article X of the 1987 Constitution is a territorial and political subdivision which enjoys local autonomy and fiscal autonomy. Under Section 3, Article X of the 1987 Constitution, local autonomy means a more responsive and accountable local government structure instituted through a system of decentralization. Fiscal autonomy means that local governments have the power to create their own sources of revenue in addition to their equitable share in the national taxes released by the national government, as well as the power to allocate their resources in accordance with their own priorities.
- (b.) The general welfare and the public good shall always be promoted and that transparency, public accountability and social accountability mechanisms and approaches shall be integrated in PPPs from inception to implementation.
- (c.) The Municipality exists and operates in its governmental and proprietary capacities thereby making the Municipality an agent of and is therefore accountable to the State and its community. The role of the Municipality both as a regulator of a business and as implementor of a proprietary undertaking must be clearly delineated.

- (d.) The Municipality must develop into a self-reliant community, and as such is in a better position to address and resolve matters that are local in scope. The Municipality is under the supervision of the President and under the control of Congress.
- (e.) Under Section 18 of the Republic Act No. 7160 of the Local Government Code of 1991 (1991 LGC), the Local Government Unit may to acquire, develop, lease, encumber, alienate, or otherwise dispose of real or personal property held by them in their proprietary capacity and to apply their resources and assets for productive developmental or welfare purposes.
- (f.) Under Section 22 (c) of the 1991 LGC no contract may be entered into by the Mayor on behalf of the Local Government Unit without prior authorization by the Sanggunian. The participation of the Sanggunian is indispensable in the adoption and implementation of a PPP arrangement.
- (g.) Under Section 22 (d) of the 1991 LGC, the Local Government Unit enjoys full autonomy in the exercise of its proprietary functions and shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers, necessary, appropriate, or incidental for its efficient and effective governance, those not otherwise prohibited by law and those which are essential to the promotion of the general welfare.
- (h.) Under Section 25 (b) of the 1991 LGC, the Municipality may collaborate or cooperate with other local governments, national government agencies, government-owned and controlled corporations, government instrumentalities and government corporate entities for the implementation of local projects.
- (i.) Sections 16, 17, 19 and 129 of 1991 LGC and other statutes, the Local Government Unit has been given the responsibility and mandate to exercise developed and delegated powers.
- (j.) The Local Government Unit under Section 106 of 1991 LGC, is mandated to draw up and implement a comprehensive multi-sectoral development plan. PPPs shall be pursued by the Local Government Unit consistent with its infrastructure, development, investment, environmental and governance framework embodied in relevant policies, plans, ordinances and codes.
- (k.) The Local Government Unit as a partner in a PPP arrangement, may provide equity, subsidy or guarantee and use local funds; and the usage thereof for a PPP project shall be considered for public use and purpose.
- (l.) Under Sections 34, 35 and 36 of the 1991 LGC and in the exercise of its powers, the Local Government Unit may enter into joint ventures and such other cooperative arrangements with people's and non-governmental organizations to engage in the delivery of certain basic services, capability-building and livelihood projects, and to develop local enterprises designed to improve productivity and income, diversity agriculture, spur rural industrialization, promote ecological balance, and enhance the economic and social wellbeing of the people; provide assistance, financial or otherwise to such people's and nongovernmental organizations for economic, socially-oriented environmental, or cultural projects to be implemented within its territorial jurisdiction.
- (m.) The Local Government Unit, under Section 3 (1) of the 1991 LGC, is duty-bound to ensure the active participation of the private sector in local governance.
- (n.) The right of the people to information on matters of public concern is guaranteed under Section 7, Article III of the 1987 Constitution. Furthermore, it is the policy of the State to allow full public disclosure of all its transactions involving public interest such as PPPs under Section 28, Article II of the 1987 Constitution.
- (o.) The people's right to effective and reasonable participation and public trust provision under Section 16, Article XIII and Section 1, Article XI, respectively, of the 1987 Constitution guarantee and empower civil society groups to have effective and meaningful participation in the regulation and management of PPP projects.

Section 1.4 Rationale for PPP – PPPs shall be promoted to provide more, better, affordable and timely services to the community. In pursuing PPPs, the Local Government Unit shall be guided by the following reasons and drivers:

- (a.) PPPs shall be undertaken in furtherance of the Local Government Unit development and physical framework plan.
- (b.) PPP is an essential part of the overall infrastructure reform policy of the Municipality. By encouraging performance-based management of the delivery of the public services applying commercial principles and incentives whenever possible, by introducing competition in and for the market, and by involving users and stakeholders in the decision-making process, infrastructure and regulatory reform shall be achieved.
- (c.) PPPs should be adopted to address a pressing and urgent or critical public need. Under the Principle of Additionality, the increased economic benefits to consumer welfare of having needed public services and infrastructure accessible now because of the PPP, rather than having to wait until the LGU could provide the public services much later. PPP would also encourage the accelerated implementation of local projects.
- (d.) PPPs can be adopted to avoid costs and public borrowing. By contracting with the private sector to undertake a new infrastructure project, scarce LGU capital budgets can be directed to other priority sectors such as social services, education, and health care.
- (e.) PPPs allow for technology transfer, and improved efficiency and quality of service. These could be valuable contribution of the private sector in local governance.
- (f.) PPPs should be feasible and affordable, demonstrating the need for the project, broad level project costs estimation, and indicative commercial viability. The assessment and affordability shall be the cornerstone for all PPP projects, both to the LGU and the general public.
- (g.) PPP Projects should be bankable. High participation costs, unreasonable risk transfer or lengthy and complex contract negotiations must be avoided. A cost recovery pricing policy attractive to the private sector must be in place; provided that the same will not be disadvantageous to government and public interest.
- (h.) PPP Projects should provide value-for-money and good economic value as far as practicable, including allocation of risks to the party best able to control, manage, mitigate or insure these risks, and maximization of the benefits of private sector efficiency, expertise, flexibility and innovation.
- (i.) PPP Projects must provide economic and social benefits and should be evaluated on this basis rather than on purely financial considerations. The Municipality remains responsible for services provided to the public, without necessarily being responsible for corresponding investment.
- (j.) PPP Projects must give consideration for empowerment of Filipino citizens as a strategy for economic growth and sustainability and must thus provide for the participation of local investors to the furthest extent practicable given the nature of the project. The Municipality shall also ensure the hiring and employment of local labor in PPP venture.
- (k.) Procurement of PPP Projects must be competitive and must be undertaken through open competitive bidding. Competition must be legitimate, fair and honest. In the field of government contract law, competition requires, not only bidding upon a common standard, common basis, upon the same thing, the same subject matter, the same undertaking, but also that it be legitimate, fair and honest; and not designed to injure or defraud the government. Where competitive bidding cannot be applied, a competitive process ensuring both transparency and economically efficient outcome must be employed.
- (l.) The regulation of the PPP shall be pursuant to the PPP contract and exercised by the appropriate regulatory authority. A duly executed and legal PPP Contract shall be respected and not impaired, and shall be binding on the successor administration pursuant to the provision on corporate succession.
- (m.) To provide efficient public service, the LGU must ensure, through stronger performance management and guidance, proper implementation of PPP contracts that will result in value for money, on-time delivery of quality services to the public, achievement of government policy goals, all within sustainable and integrated development.

Section 1.5 - Definition of Terms

For purposes of this Revised IRR, the terms and phrases hereunder shall be understood as follows:

- (a) Act - refers to Republic Act No. 6957, as amended by Republic Act No. 7718.
- (b) Agency - refers to any department, bureau, office, commission, authority or agency of the national government, including Government-Owned and/or -Controlled Corporations (GOCCs), Government Financial Institutions (GFIs), and State Universities and Colleges (SUCs) authorized by law or their respective charters to contract for or undertake Infrastructure or Development Projects.
- (c) Amortization - refers to the regular, periodic repayment of principal and payment of interest of a debt for a definite period of time, at the maturity of which the entire indebtedness is paid in full.
- (d) Approving Body - refers to the entity authorized to approve projects proposed under the Act and in accordance with Sections 2.9 and 2.10
- (e) Contractual Arrangements - refers to any of the following contractual arrangements or schemes, as well as other variations approved by the President, by which Infrastructure or Development Projects may be undertaken pursuant to the provisions of this Revised IRR:
- e.i. Build-and-transfer (BT) - refers to a contractual arrangement whereby the Project Proponent undertakes the financing and Construction of a given infrastructure or development facility and after its completion turns it over to the LGU, which shall pay the Project Proponent on an agreed schedule its total investment expended on the project, plus a (RROR) thereon. This arrangement may be employed in the Construction of any Infrastructure or Development Projects, including critical facilities which, for security or strategic reasons, must be operated directly by the Government.
- e.ii. Build-lease-and-transfer (BLT) - refers to a contractual arrangement whereby a Project Proponent is authorized to finance and construct an infrastructure or development facility and upon its completion turns it over to the LGU, on a lease arrangement for a fixed period, after which ownership of the facility is automatically transferred to the LGU.

e.iii. Build-operate-and-transfer (BOT) - refers to a contractual arrangement whereby the Project Proponent undertakes the Construction, including financing, of a given infrastructure facility, and the operation and maintenance thereof. The Project Proponent operates the facility over a fixed term during which it is allowed to charge facility users appropriate tolls, fees, rentals, and charges not exceeding those proposed in its bid or as negotiated and incorporated in the contract to enable the Project Proponent to recover its investment, and operating and maintenance expenses in the project. The Project Proponent transfers the facility to the LGU at the end of the fixed term that shall not exceed fifty (50) years: Provided, that in the case of an Infrastructure or Development Facility whose operation requires a public utility franchise, the Project Proponent must be Filipino or, if a corporation, must be duly registered with the Securities and Exchange Commission (SEC) and owned up to at least sixty percent (60%) by Filipinos. This build-operate-and-transfer contractual arrangement shall include a supply-and- operate scheme which is a contractual arrangement whereby the supplier of equipment and machinery for a given infrastructure facility, if the interest of the Government so requires, operates the facility providing in the process technology transfer and training to Filipino nationals.

e.iv. Build-own-and-operate (BOO) - refers to a contractual arrangement whereby a Project Proponent is authorized to finance, construct, own, operate and maintain an infrastructure or development facility from which the Project Proponent is allowed to recover its total investment, operating and maintenance costs plus a reasonable return thereon by collecting tolls, fees, rentals or other charges from facility users; provided, That all such projects upon recommendation of the Investment Coordination Committee (ICC) of the National Economic and Development Authority (NEDA), shall be approved by the President of the Philippines. Under this project, the Project Proponent who owns the assets of the facility may assign its operation and maintenance to a Facility Operator.

e.v. Build-transfer-and-operate (BTO) - refers to a contractual arrangement whereby the LGU contracts out the Construction of an infrastructure facility to a private entity such that the Contractor builds the facility on a turnkey basis, assuming cost overruns, delays, and specified performance risks. Once the facility is commissioned satisfactorily, title is transferred to the implementing LGU. The private entity however operates the facility on behalf of the implementing LGU under an agreement.

e.vi. Contract-add-and-operate (CAO) - refers to a contractual arrangement whereby the Project Proponent adds to an existing infrastructure facility which it is renting from the Government and operates the expanded project over an agreed Franchise period. There may or may not be a transfer arrangement with regard to the added facility provided by the Project Proponent.

e.vii. Develop-operate-and-transfer (DOT) - refers to a contractual arrangement whereby favorable conditions external to a new infrastructure project which is to be built by a Project Proponent are integrated into the arrangement by giving that entity the right to develop adjoining property, and thus, enjoy some of the benefits the investment creates such as higher property or rent values.

e.viii. Rehabilitate-operate-and-transfer (ROT) - refers to a contractual arrangement whereby an existing facility is turned over to the Project Proponent to refurbish, operate and maintain for a Franchise period, at the expiry of which the legal title to the facility is turned over to the Government. The term is also used to describe the purchase of an existing facility from abroad, importing, refurbishing, erecting, and consuming it within the host country.

e.ix. Rehabilitate-own-and-operate (ROO) - refers to a contractual arrangement whereby an existing facility is turned over to the Project Proponent to refurbish and operate with no time limitation imposed on ownership. As long as the operator is not in violation of its Franchise, it can continue to operate the facility in perpetuity.

f. Construction - refers to new construction, rehabilitation, improvement, expansion, alteration, and related works and activities including the necessary design, supply, installation, testing and commissioning of equipment, systems, plants, materials, labor and services and related items needed to build or rehabilitate an infrastructure or development facility.

g. Contractor - refers to any entity accredited under Philippine laws, or that should be accredited under Philippine laws in accordance with Section 5.4 hereof, which may or may not be the Project Proponent and which shall undertake the actual Construction and/or supply of equipment for the project.

h. Development Program - refers to national, regional, or local government plans or programs included in, but not limited to, the Philippine Development Plan (PDP), and the Provincial Development and Physical Framework Plan (PDPFP).

i. Economic Model - refers to an electronic copy of a model which presents the economic benefits and costs of a project. The model must present the assumptions used in calculating economic benefits, conversion of financial costs to economic costs, and calculation of economic viability (i.e., economic internal rate of return; economic net present value; benefits cost ratio).

j. Facility Operator - refers to the entity which may or may not be the Project Proponent, and which is responsible for all aspects of operation and maintenance of the infrastructure or development facility, including but not limited to the collection of tolls, fees, rentals or charges from facility users; provided, that the facility operator must be registered with the Securities and Exchange Commission (SEC) or Cooperative Development Authority (CDA) before commencement of operation and maintenance of the infrastructure or development facility; provided further, that in case the facility requires a public utility franchise, the Facility Operator shall, no later than the commencement of operation of the facility, comply with the nationality and ownership requirements under the Constitution and other applicable laws and jurisprudence.

k. Financial Model - refers to an electronic copy of a model which presents the projected balance sheet, income statement, and cash flows statement of a project for its full life cycle. The model must present the calculations on financial viability (i.e., free cash flows to firm and equity holders; project and equity internal rates of return; project and equity net present value; weighted average cost of capital) and bankability (i.e., debt service coverage ratio) of a project.

l. Franchise - refers to a certificate, permit or other form of authorization required to be obtained by a Facility Operator from a Regulator prior to operating a Public Utility Project.

m. Government Undertakings - refers to any form of contribution and/or support provided under Section 13.3, which the Government or any of its Agencies/ LGUs may extend to a Project Proponent.

n. Head of Agency/LGU - refers to (i) the head of the agency or body, for national government agencies (NGAs) and the constitutional commissions or offices, and branches of government; (ii) the Governing Board or its authorized official/managing head/Chief Executive officer of GOCCs, GFIs, or SUCs; or (iii) the Sanggunian or its authorized official or the local chief executive, for LGUs.

o. ICC - refers to the Investment Coordination Committee of the National Economic and Development Authority (NEDA) Board.

p. Investment Incentives - refers to any form of contribution and/or support, which the Government or any of its Agencies/LGUs including GOCCs may extend to the Project Proponent in accordance with Section 13.2.

q. IRR - refers to these Revised Implementing Rules and Regulations.

r. Key Performance Indicators (KPI) - refer to specific milestones in or components of quantifiable performance measures that serve as indications of progress towards the eventual achievement of the desired performance measures.

s. List of Priority Projects - refers to the list of Private Sector Infrastructure or Development Projects in accordance with Section 2.4.

t. Local Government Units (LGUs) - refer to provincial, city, municipal and/or barangay government entities.

u. Material Adverse Government Action (MAGA) - refers to any act of the executive branch, which the Project Proponent had no knowledge of, or could not reasonably be expected to have had knowledge of, prior to the effectivity of the contract; and that occurs after the effectivity of the contract, that:

- a. specifically discriminates against the Project Proponent; and
- b. has a material adverse effect on the ability of the Project Proponent to comply with any of its obligations under the contract.

This shall not include acts of the LGU and Approving Body, as well as acts of the executive branch, made in the exercise of regulatory powers; and acts of the legislative and judicial branches of government.

For purposes of the contract, the provisions on MAGA shall also provide for the rules on materiality or amount threshold, nature and compensation, cap on monetary compensation, conditions for termination and termination payment due to MAGA.

v. Negotiated Contracts - refer to contracts entered into by the Government in cases prescribed under Chapter 9.

w. Operations and Maintenance (O&M) Costs - refer to the costs of operations and maintenance of the project in the event that O&M is bundled with the Contractual Arrangement.

x. BAC - refers to the Bids, and Awards Committee established in accordance with Chapter 3.

y. PPP Center - refers to the successor of the BOT Center and Coordinating Council of the Philippine Assistance Program (CCPAP), the agency mandated under Section 12 of the Act, to coordinate and monitor projects implemented under the Act, pursuant to Administrative Order No. 105 (s. 1989), as amended by Administrative Order No. 67 (s. 1999), as amended by Administrative Order No. 103 (s. 2000), and Executive Order No. 144 (s. 2002), as amended by Executive Order No. 8 (s. 2010).

z. Private Sector Infrastructure or Development Projects - refer to the general description of Infrastructure

or Development Projects normally financed, and operated by the public sector but which will now be wholly or partly financed, constructed and operated by the private sector, including but not limited to, power plants, highways, airports, canals, dams, hydropower projects, water supply, irrigation, telecommunications, railroad and railways, transport systems, land reclamation projects, industrial estates or townships, housing, government buildings, tourism projects, public markets, slaughterhouses, warehouses, solid waste management, information technology networks and database infrastructure, education and health facilities, sewerage, drainage, dredging, and other infrastructure and development projects as may otherwise be authorized by the appropriate LGU pursuant to this code. Such projects shall be undertaken through Contractual Arrangements as defined herein, including such other variations as may be approved by the President of the Philippines. For the construction stage of these infrastructure projects, the Project Proponent may obtain financing from foreign and/or domestic sources and/or engage the services of a foreign and/ or Filipino contractor: provided, that, in case an infrastructure or a development facility's operation requires a public utility franchise, the facility operator must be a Filipino or if a corporation, it must be duly registered with the Securities and Exchange Commission (SEC) and owned up to at least sixty percent (60%) by Filipinos, or if a cooperative, it must be duly registered with the Cooperative Development Authority (CDA); provided, further, that in the case of foreign contractors, Filipino labor shall be employed or hired in the different phases of construction where Filipino skills are available: provided, finally, that projects which would have difficulty in sourcing funds may be financed partly from direct government appropriations and/or from Official Development Assistance (ODA) of foreign governments or institutions not exceeding fifty percent (50%) of the project cost, and the balance to be provided by the Project Proponent.

aa. Project Cost - refers to the total cost to be expended to plan, develop and construct the project to completion stage including but not limited to cost of feasibility studies engineering and design, Construction, equipment, land and right-of-way, taxes imposed on said cost, and development cost.

bb. Project Loan - refers to all loans and/or credit facilities extended by financial institutions, multi-lateral lenders, export credit agencies, and all other third-party lenders to the project company and/or Project Proponent for the development and/or operation of the project. Foreign loans/foreign currency loans to be incurred by the project company shall be in accordance with prevailing Bangko Sentral ng Pilipinas (BSP) regulations.

cc. Project Proponent - refers to the private sector entity which shall have contractual responsibility for the project and which shall have an adequate track record in the industry as well as technical capability and financial base consisting of equity and firm commitments from reputable financial institutions to provide, upon award, sufficient credit lines to cover the total estimated cost of the project to implement the said project.

dd. Public Utility Projects - refer to projects or facilities that provide public services as defined under the Commonwealth Act No. 146 (Public Service Law), as amended, and for which a Franchise is required.

ee. Reasonable Rate of Return (RROR) - refers to the rate of return accruing to the Project Proponent at the project level, as determined by the ICC. This shall take into account, among others, the prevailing cost of capital (equity and borrowings) in the domestic and international markets and risks being assumed by the Project Proponent, provided, that in the case of Negotiated Contracts, such rate of return shall be determined by the ICC prior to negotiation and/or call for proposals; provided further, that for Negotiated Contracts for public utilities projects which are monopolies, the rate of return on rate base shall be determined by existing laws, which in no case shall exceed twelve per centum (12%), as provided by the Act.

In addition to the reasonable rate of return, the adjusted rate of return of the Project Proponent shall also be determined. The adjusted rate of return shall be the project internal rate of return or the internal rate of return to equity shareholders after adjusting the project's free cash flows to reflect the value of all Government Undertakings and risks assumed by the government, including but not limited to the following or any combination thereof:

- a. value of all assets and usufruct contributed by the government, including air rights;
- b. any government right of way;
- c. any franchise/license granted to government agencies/GOCCs;
- d. personnel;
- e. intellectual property;
- f. indirect benefits accruing to the proponent, such as exclusivity rights, appreciation in the commercial value of other assets owned by the proponent;
- g. other revenues accruing to the proponent as a consequence of undertaking the project, such as commercial revenues and other revenues from related businesses;
- h. all government guarantees and subsidies, tax credits, incentives; and
- i. any financing cost savings as a result of the foregoing and/or any government undertakings. The recommended valuation shall be based on the estimates prepared by a government financial institution or a national government agency in accordance with Sections 10.4 and 13.3.

Such adjusted rate of return shall be compared against the RROR for the purpose of ensuring that the proposed project is viable, and that the revenue streams allowed for the project and the amount of Government Undertakings, if any, are reasonable.

The valuation of the Government Undertakings shall be verified and approved by the Approving Body.

ff. Regulator - refers to a department, bureau, office, instrumentality, commission, or authority of the national and local government, including Government-Owned and/or Controlled Corporations (GOCCs), Government Instrumentalities with Corporate Powers (GICP), Government Corporate Entities (GCE), Government Financial Institutions (GFIs), that exercises a regulatory function over the Infrastructure or Development Project.

gg. Solicited Projects - refer to projects identified by an LGU as part of the list of priority projects in accordance with Section 2.4.

hh. Unsolicited Proposals - refer to project proposals submitted by the private sector, not in response to a formal solicitation or request issued by an LGU and not part of the list of priority projects as identified by LGU, to undertake Infrastructure or Development Projects which may be entered into by LGU subject to the requirements/conditions prescribed under Chapter 10.

ii. Value for Money - refers to the optimum combination of whole-of-life costs and quality (or fitness for purpose) of the good or service to meet the user's requirement.

**CHAPTER II
GENERAL PROVISIONS**

Section 2.1 - Authorized Contracting Government Agencies/Units

All concerned departments, bureaus, offices, commissions, authorities, or agencies of the national government, including GOCCs, GFIs, SUCs, and LGUs, authorized by law or by their respective charters to undertake Infrastructure or Development Projects are authorized to enter into contractual arrangements under the Act and this Revised IRR.

Section 2.2 - Building Competencies to Deliver Infrastructure or Development Projects

In order to successfully identify, develop, evaluate, procure, implement, monitor, and oversee Infrastructure or Development Projects implemented under the Act, the PPP Center, in coordination with relevant offices, shall develop and implement a capacity building program that will build and continuously enhance the competencies of Agencies/LGUs and various public sector stakeholders involved in the delivery of projects under the Act.

To this end, competency assessments, among others, shall be integrated with various capacity building activities and relevant processes, as necessary, to ensure that Agencies/LGUs and public sector stakeholders effectively perform their roles and responsibilities as required under this Revised IRR.

Section 2.3 - Eligible Types of Projects

The construction, rehabilitation, improvement, betterment, expansion, modernization, operation, financing and maintenance of the following types of projects which are normally financed and operated by the public sector which will now be wholly or partly financed, constructed and operated by the private sector, including other Infrastructure or Development Projects as may be authorized by the appropriate agencies, may be proposed under the provisions of the Act and this Revised IRR:

- a. Highways, including expressways, roads, bridges, interchanges, tunnels, and related facilities;
- b. Railways or rail-based projects that may or may not be packaged with commercial development opportunities;
- c. Non-rail-based mass transit facilities, navigable inland waterways and related facilities;
- d. Power generation, transmission, sub-transmission, distribution, and related facilities;
- e. Telecommunications, backbone network, terrestrial, aerial, and space infrastructure, and related service facilities;
- f. Information technology (IT) networks and database infrastructure; geo-spatial resource mapping and cadastral survey for resource accounting and planning;
- g. Irrigation and related facilities;
- h. Water supply, sewerage, drainage, and related facilities;
- i. Education and health infrastructure;
- j. Land reclamation, dredging and other related development facilities;
- k. Industrial and tourism estates or townships, including ecotourism projects such as terrestrial and coastal/marine nature parks, among others and related infrastructure facilities and utilities;
- l. Government buildings and housing projects;
- m. Markets, slaughterhouses, trading posts, and related facilities;
- n. Warehouses and post-harvest facilities;
- o. Public fish ports and fishponds, including storage and processing facilities;
- p. Agri-fishery industrial hubs, agribusiness facilities, agricultural research facilities, agricultural estates, agri-logistics systems, contract farming, and related facilities;
- q. Environmental and solid waste management related facilities such as but not limited to collection equipment, composting plants, landfill and tidal barriers, among others; and
- r. Climate change adaptation and mitigation and disaster risk reduction and management infrastructure projects and related facilities.

Section 2.4 - List of Priority Projects

Concerned Agencies/Municipality of San Miguel are tasked to prepare their infrastructure or development programs and to identify specific priority projects that may be financed, constructed, operated and maintained by the private sector through the Contractual Arrangements or schemes authorized under this Revised IRR and to submit for the approval by the Approving Body, as specified in Section 2.9.

The List of Priority Projects shall be consistent with the agency's/LGU's master plans, Philippine Development Plan (PDP), Regional Development Plans (RDP), Provincial Development and Physical Framework Plans (PDPFP), Comprehensive Development Plans (CDP), and such other plans or programs as may be mandated by the President.

The Public Investment Program (PIP) and the Three-Year Rolling Infrastructure Program (TRIP), and their successor priority lists, as may be necessary, shall be deemed as the lists of National Priority Projects. The Provincial Development Investment Programs (PDIPs)/Local Development Investment Programs (LDIPs), and Local Investment and Incentive Codes (LIIC), shall be deemed as the List of Local Priority Projects. The PIP, TRIP, RDP, CDP, LIIC and PDIP/LDIP shall be updated and endorsed by the regional development councils periodically.

Any updates to the lists of Priority Projects, local and national, shall be submitted to the PPP Center within five (5) days from approval of the Approving Body for information and for posting in the PPP Center website.

Section 2.5 - Publication and Notice

The LGUs shall provide wide publicity of the List of Priority Projects proposed for implementation under the Contractual Arrangements or schemes as authorized under the Act and this Revised IRR to keep interested/concerned parties informed thereof. For this purpose, the LGU shall cause their respective List of Priority Projects to be published at least once every six (6) months in a national newspaper/local newspaper of general circulation, in print or online media, and where applicable, international newspapers of general circulation in print or online media. Said list should also be posted continuously on the websites of the PPP Center, the LGU, and any online government portal for the purpose, if available.

Section 2.6 - Allowable Modes of Implementation

Projects may be implemented through public bidding or direct negotiation. The direct negotiation mode is subject to conditions specified in Chapter 9 and 10 hereof.

Section 2.7 - Completeness and Quality of Proposed Projects Submitted to the Approving Body

A project shall be deemed complete for purposes of evaluation by the Approving Body when it has submitted a complete set of requirements, which shall be published by the ICC and the NEDA Board. These shall include, but are not limited to, a complete feasibility study, economic and financial models that are traceable and that contain data not older than three (3) years, and the proposed parameters, terms, and conditions as described in Section 2.8 of this Revised IRR. In the case of unsolicited proposals, a complete submission shall contain additional requirements described in Section 10.5 of this Revised IRR.

Once the complete set of requirements is submitted, the Approving Body shall evaluate the project pursuant to Section 2.10.

For projects not requiring ICC recommendation and/or approval, the set of requirements to be published by the ICC shall serve as the minimum requirements for a proposed project.

The ICC and/or the Approving Body, as the case may be, shall prescribe or revise requirements to be submitted in support of the proposed project, including their respective timelines, provided that the same are consistent with the act and this Revised IRR.

Section 2.8 - Parameters, Terms, and Conditions (PTCs)

- a. The LGU shall submit to the Approving Body as part of the proposed project for approval, the following minimum PTCs:

- i. Scope of the project;
- ii. Contractual Arrangement;
- iii. Contract term;
- iv. Obligations, undertakings, and applicable liquidated damages of the Project Proponent;
- v. Requirement to submit performance reports by the Project Proponent to the LGU and to the PPP Center; key performance indicators, targets and measurement;
- vii. Government Undertakings;
- viii. Bid parameter that does not deter competition;
- ix. Requirement to disclose to the LGU and the appropriate Approving Body by the Project Proponent of its loan agreement as referred to in Section 14.6;
- x. Ceiling for debt-to-equity ratio;
- xi. Revenue share for the government, if any;
- xii. RROR pursuant to Section 12.18;
- xiii. Proposed structure of tolls/fees/rentals/charges pursuant to Section 12.18;
- xiv. Grounds for termination, pursuant to Section 12.21.a;
- xv. Firm and contingent liabilities, risk allocation, materiality threshold amount and/or compensation cap pursuant to Chapter 15;
- xvi. Acceptable conditions for lenders' step-in rights;
- xvii. Conditions for acceptable permitted security interest;
- xviii. A condition prohibiting the incorporation of onerous and one-sided provisions in the contracts. A contract is onerous if the cost of the project outweighs the advantages the government and the public will receive from the project.

For this purpose, the LGU shall comply with the requirements set forth by the Technical Working Group of the ICC.

The ICC and/or the Approving Body, as the case may be, shall set forth the required PTCs which shall be the basis for the drafting and approval of tender documents and contract, provided that the same are consistent with the Act and this Revised IRR.

- b. In no case shall the Head of the LGU set additional PTCs in the draft contract or during negotiations that will result in any or a combination of the following:
- i. Altering the approved risk allocation;
 - ii. Conflict or supersede the PTCs approved by the Approving Body; iii. The incremental fiscal impact being disadvantageous to the government; iv. Altering the definition of contingent liabilities or expanding the types of contingent liabilities set by this Revised IRR; or
 - iii. Worsening the approved viability indicators from the government's perspective.

If the executed contract contains provision/s which results in any of the items under(b) above, as validated by the Approving Body, the contract shall be null and void.

Section 2.9 - Approval of Projects

The approval of projects proposed under the Act shall be in accordance with the following:

- a. National Projects - All national projects shall be approved as follows:
 - i. projects costing up to PhP 300 million, shall be submitted to ICC for approval;
 - ii. projects costing more than PhP 300 million, shall be submitted to the NEDA Board for approval upon the recommendation of ICC; and
 - iii. regardless of amount, negotiated projects shall be submitted to the NEDA Board for approval upon recommendation by the ICC.
- b. Local Projects - Prior to approval, local projects to be implemented by the LGUs shall be submitted by the LGU for confirmation as follows:
 - i. to the municipal development council for projects costing up to PhP 20 million;
 - ii. to the provincial development council for those costing above PhP 20 million up to PhP 50 million;
 - iii. to the regional development council or those costing above PhP 50 million up to PhP 200 million; and
 - iv. to the ICC for those costing above PhP 200 million.

Such confirmation shall be for the purpose of validating the consistency of the proposed project with existing master plans and development plans. The said confirmation shall be given within sixty (60) calendar days from the submission of a written request for confirmation and a complete set of requirements as prescribed by the appropriate development council or the ICC for those costing above PhP 200 million. Non-confirmation of the appropriate development council or the ICC within the 60-calendar day period shall not be deemed an automatic confirmation.

After confirmation is secured, final approval of local projects is vested on the local Sanggunian per provisions of the Local Government Code.

Projects to be implemented by LGUs and national government agencies (NGAs) as co-grantors shall undergo the abovementioned approval process required for both national and local projects.

Section 2.10 - Detailed Guidelines for the Approval of Projects

In the evaluation of projects, the Approving Body shall be guided by the following criteria in approving projects, among others:

- a. value-for-money analysis shows that PPP modality is the most viable procurement option;
- b. the proposed project is technically feasible and is optimal based on a value engineering/value analysis study;
- c. the outputs of the project are clearly specified and do not restrict competition. This means by which the technical solution proposed by different bids shall be evaluated are likewise specified;
- d. the project is economically viable, based on the guidelines set by the Approving Body;

- e. the LGU's plans for mitigating social and environmental impacts will enable the project to comply with existing legal requirements;
- f. the Project Cost is sufficient to achieve the technical requirements including key performance indicators and targets to meet social and environmental standards;
- g. the operating costs are sufficient to achieve the operational requirements;
- h. the project is financially viable for investors at the project level, provided that the factors that would make the project financially viable are disclosed in the submission; i. the project's cash flows are healthy and sufficient to service debt obligations, in accordance with the guidelines set by the ICC;
- j. the risk allocation complies with the Generic Preferred Risk Allocation Matrix as determined by the ICC. Any deviation must be justified by the LGU and shall be up for approval of the Approving Body;
- k. the firm payments are justified by the LGU, if included in the proposed project structure;
- l. the proposed bid parameter generates the most value-for money for the public and shall not deter competition;
- m. the LGU has the capability to deliver its assumed obligations for the project; and
- n. the proposed PTCs are consistent with the Act and this Revised IRR.

For projects requiring the approval of the ICC and/or NEDA Board, such shall be evaluated by a technical working group composed of NEDA, DOF, and the LGU prior to their elevation to the ICC - Technical Board. The PPP Center shall serve as the secretariat of such technical working group.

The Approving Body shall prescribe or revise detailed guidelines on the process and procedures for the approval of projects provided that the same are consistent with the Act and this Revised IRR.

Section 2.11 - Deadline for Approval of Solicited Projects

The Approving Body shall approve or disapprove the project within thirty (30) working days from the receipt of the Approving Body of a complete set of requirements for evaluation.

In the event of approval, the LGU must publish the invitation to pre-qualify and to bid within six (6) months unless otherwise provided or extended by the Approving Body.

In the event of disapproval, the Approving Body shall inform, in writing, the LGU of the reason for disapproval. The LGU shall be allowed to re-submit the disapproved solicited project for approval provided that the reasons for disapproval of the project are addressed accordingly. Upon resubmission, the Approving Body shall treat it as a new project and act on the project pursuant to this provision.

Section 2.12 - Approval of Contracts

The Head of the LGU shall review and approve the draft contract, which shall be based on the PTCs set forth by the Approving Body pursuant to Section 2.8 of this Revised IRR.

Prior to approval of the Head of LGU, the draft contract shall undergo review by the Department of Finance (DOF) and the Office of the Government Corporate Counsel (OGCC), the Office of the Solicitor General (OSG), or any other entity prescribed by law/issuances as the statutory counsel of GOCCs and LGUs in accordance with their respective mandates and areas of expertise.

The OSG, OGCC, or any prescribed statutory counsel as the case may be, shall issue an opinion on the draft contract within twenty (20) working days upon receipt thereof. The DOF shall issue an opinion on the draft contract for projects of national government agencies, local projects which will involve funds of the national government, and local projects requiring ICC review or approval, within twenty (20) working days upon receipt thereof. The DOF opinion on the draft contract shall contain an explicit approval of the proposed Government Undertakings.

Any Government Undertaking stated in the draft contract not approved by the Approving Body and not enumerated in the DOF opinion shall not be binding against the Republic.

Changes in the PTCs of the draft contract may be allowed prior to submission of bids for solicited projects, or prior to submission of comparative proposals for unsolicited projects, provided that the prior approval of the appropriate Approving Body and the Head of LGU shall be secured.

The LGU shall likewise inform in writing the DOF and the statutory counsel of such changes as provided in this Section.

Changes to the PTCs of the draft contract after bid submission and prior to contract execution shall not be allowed except for changes to contract terms affected or decided by the winning bidder's bid.

Section 2.13 - Presidential Approval, When Required

Projects undertaken through the Build-Own-and-Operate (BOO) scheme or through Contractual Arrangements or schemes other than those defined under Section 2 of the Act shall require Presidential approval. For this purpose, the Head of LGU shall submit the proposed project to the NEDA Board through the ICC which shall evaluate the proposal and forward its recommendations to the President. However, such projects shall be deemed to have been approved by the President when approved at a NEDA Board meeting presided over by the President.

CHAPTER 3 THE PPP PRE-QUALIFICATION, BIDS, AND AWARDS COMMITTEE

Section 3.1 - Composition

The Head of the LGU shall create a PPP Pre-qualification, Bids and Awards Committee (PBAC). The Head of LGU shall determine the appropriate composition of the PBAC, provided it includes the following among its members:

- a. At least a third ranking regular official of the LGU - Chairperson
- b. Legal Officer - Member / Secretary
- c. One (1) technical officer knowledgeable with the technical aspects or requirements of the project, duly designated by the Head of LGU on a project-to-project basis - Member (provisional)
- d. One (1) technical officer knowledgeable with aspects or requirements of the project from a Regulator, when applicable, to be invited by the LGU on a project-to-project basis. - Member (provisional and non-voting)
- e. Municipal Accountant - Member
- f. Municipal Treasurer - Member
- g. Municipal Planning and Development Coordinator - Member
- h. An officer knowledgeable in management/operation of the project - Member
- i. Two (2) representatives from the private sector: one from duly recognized Contractors associations; and the other from either the facility users, or duly recognized accounting associations. - Observers (non-voting)
- j. A representative from the Commission on Audit (COA) - Observer (non-voting)
- k. One (1) representative from the PPP Center for national projects, in accordance with Section 2.9 (a) - Observer (non-voting)
- l. One (1) representative from the local Department of the Interior and Local Government (DILG) office, for LGU projects - Observer (non-voting)

Observers will be notified at least two (2) calendar days before the following stages: pre-bid conference, opening of bids, evaluation of bids, contract award, and special meetings of the PBAC. The absence of observers will not nullify the PBAC proceedings, provided that they have been duly invited in writing.

Section 3.2 - Responsibility of the PBAC

The PBAC herein created shall be responsible for all aspects of the pre-bidding and bidding process in the case of solicited proposals, and for the comparative bidding process (otherwise known as the "Swiss Challenge"), in the case of Unsolicited Proposals, including, among others, the preparation of the bidding/tender documents, publication of the invitation to prequalify and bid, pre-qualification of prospective bidders, conduct of pre-bid conferences and issuance of supplemental notices, interpretation of the rules regarding the bidding, the conduct of bidding, evaluation of bids, resolution of disputes between bidders, and recommendation for the acceptance of the bid and/or for the award of the project.

Section 3.3 - Quorum

A quorum of the PBAC shall be composed of a simple majority of all voting members of the Committee. The Chairperson shall vote only in case of a tie.

CHAPTER 4 BID/TENDER DOCUMENTS

Section 4.1 - Bid/Tender Documents

The LGU shall prepare the bid/tender documents, which shall include the following:

- a. "Instructions to Bidders";
- b. "Draft Contract" (as approved in accordance with Section 2.12) reflecting the PTCs as approved by the Approving Body and using the model contracts provided by NEDA/PPP Center as reference;
- c. "Bid Form" reflecting the required information to properly evaluate the bid proposal;
- d. forms of bid and performance securities;
- e. requirements and timelines/milestones of Agencies in granting of franchise, if applicable; and
- f. other documents as may be deemed necessary by the LGU.

Section 4.2 - Instruction to Bidders

The instruction to bidders, which establish the rules of the bidding, shall be clear, comprehensive and fair to

all bidders and shall, as far as necessary and practicable, include the following information:

- a. General description and objectives of the project, including a statement that the project shall be proposed under Republic Act No. 6957, as amended by Republic Act No. 7718 and this Revised IRR;
- b. Contractual arrangement under which the project shall be undertaken;
- c. Bid submission procedures and requirements, which shall include information on the manner of bid submission, the number of copies of bid proposal to be submitted, where the bids are to be submitted, the deadline for the submission of bids, permissible mode of transmission of bid proposals, etc.;
- d. Investment Incentives and Government Undertakings under Chapter 13;
- e. Bid security and bid security validity period;
- f. Milestones;
- g. Method and criteria for the evaluation of the technical component of the bids; Parameters and criteria for evaluation of financial component of the bids; Any one or more of the following criteria may be used in the evaluation of the financial component of the bid for determining the most advantageous bid for the Government:
- h. Lowest proposed toll, fee, rental or charge at the start of project operation, if a tariff adjustment formula approved by the Regulator pursuant to Sections 12.16 and 12.18 is prescribed in the bid document;
 - ii. Lowest present value of government subsidy to be provided for the period covered by the contract;
 - iii. Highest present value of proposed payments to Government, such as: concession fees, lease/rental payments, fixed/guaranteed payments, and/or variable payments/ percentage shares of revenue for the period covered by the contract; or
 - iv. Any other appropriate financial bid parameter as may be approved by the Approving Body.
- i. Minimum amount of equity as prescribed by the Approving Body;
- j. Formula and appropriate indices to be used in the adjustments of tolls/fees/rentals/charges, as approved by the Regulator pursuant to Sections 12.16 and 12.18. Said formula shall take into account the reasonableness of the same to users of the project/facility under bidding;
- k. Requirements of Regulators, such as, but not limited to: the Department of Environment and Natural Resources (DENR), for the issuance of an Environmental Compliance Certificate (ECC); National Water Resources Board (NWRB), for the issuance of the Water Permit; the PCAB, for the registration requirements of Contractors; and, the Toll Regulatory Board (TRB), for the review of toll rates and adjustment formula; when applicable;
- m. Current rules and regulations of the BSP;
- n. Revenue sharing arrangements, if any;
- o. Expected commissioning date; and
- p. Nationality and ownership requirements as required by law.

Section 4.3 - Draft Contract

The head of the LGU shall be responsible in ensuring the consistency of the draft contract with the PTCs as approved by the Approving Body, pursuant to Section 2.8.

The draft contract should clearly define the basic and legal relationship between the parties and their rights and responsibilities including the specific Government Undertakings, and obligations and undertakings of the Project Proponent relative to the project. The draft contract shall have the following mandatory terms or conditions:

- a. specific contractual arrangement, term, and scope of work;
- b. key performance indicators, targets, and procedures for measuring and reporting results;
- c. implementation milestones including those for securing other approvals, project completion date;
- d. cost recovery scheme via proposed tolls, fees, rentals and charges, as the case may be;
- e. obligation of the Project Proponent to disclose loan agreements, as required under Section 14.6;
- f. liquidated damages as contemplated under Section 12.14;
- g. performance security requirements, including their validity and top-up mechanism procedures, contemplated under Sections 12.8 and 12.9;
- h. minimum insurance coverage as may be required for the project, such as Contractors' all risk, motor vehicle, workmen's compensation, third party liability, force majeure, or comprehensive general liability insurance, as may be applicable;
- i. acceptance tests and procedures;
- j. warranty period and procedures (after transfer) and warranty security;
- k. grounds for and effects of contract termination;
- l. procedures for resolving disputes as detailed in Section 12.22;
- m. the manner and procedures for the resolution of warranty against corruption; and
- n. compliance with all other applicable laws, rules, and regulations.

In accordance with Section 2.12, prior to approval of the draft contract by the Head of LGU, the Office of the Government Corporate Counsel (OGCC), the Office of the Solicitor General (OSG) or any other entity prescribed by law/issuances as the statutory counsel of GOCCs and LGUs, and the Department of Finance (DOF), for projects of national government agencies, local projects which will involve funds of the national government, and local projects requiring ICC review/approval, shall each issue an opinion on the draft contract, in accordance with their respective mandates and areas of expertise, within twenty (20) working days upon receipt thereof.

**CHAPTER 5
QUALIFICATION OF BIDDERS**

Section 5.1 – Who May Participate

Any individual, partnership, corporation, firm, whether local or foreign, including consortia of local, foreign or local and foreign firms, or cooperative subject to the limits herein set, may participate or apply for pre- or simultaneous qualification for projects covered under the provisions of the Act and this Revised IRR.

Section 5.2 - Publication of Invitation to Pre-qualify and Bid

The publication of Invitation to Pre-qualify and Bid for a particular project shall not be made unless the Approving Body has approved the PTCs for the project which shall serve as basis for the draft contract as provided in Section 4.3.

The Head of the LGU shall, after obtaining approval for the project, forthwith cause to be published, once every week for three (3) consecutive weeks, in at least two (2) newspapers of general circulation, print and online, and in at least one (1) local newspaper, print and online, of general circulation in the region, province, city or municipality in which the projects are to be implemented, a notice inviting all prospective infrastructure or development Project Proponents to pre-qualify and bid for the projects so approved. Said invitation should also be posted continuously on the websites of the LGU, if available, and the PPP Center, and any online government portal for the purpose, during the period stated above. If the total project cost amounts to at least PhP 500 million, the invitation may also be published in at least one (1) newspaper, print and online, of international publication. Likewise, the LGU shall issue official notification of the same to Project Proponents registered with them.

The published Invitation to Pre-qualify and Bid shall contain information, among others, whether the Contractor to be employed to undertake the Construction works needs to be pre-identified for pre-qualification purposes or not.

For changes in the information contained in the published invitation to Pre-qualify and to Bid, the LGU may cause the invitation reflecting said changes to be published anew in accordance with this section.

Section 5.3 - Period to Prepare Pre-qualification Documents

The LGU shall allow prospective bidders at least fifteen (15) calendar days from the last date of publication of the Invitation to Pre-qualify and Bid to prepare their respective pre-qualification documents. In any event, the deadline for submission of pre-qualification statements shall be indicated in the published Invitation to Pre-qualify and Bid.

Section 5.4 - Pre-qualification Requirements

To pre-qualify, a prospective Project Proponent must comply with the following requirements:

a. Legal Requirements

- i. For projects to be implemented under a contractual arrangement which requires a public utility Franchise for its operation, and where the Project Proponent and Facility Operator are one and the same entity, the prospective Project Proponent must be Filipino or, if corporations, must be duly registered with the Securities and Exchange Commission (SEC) and owned up to at least sixty percent (60%) by Filipinos, or, if a consortium of local, foreign, or local and foreign firms, Filipinos must have at least sixty percent (60%) interest in said consortium, or, if cooperatives, must be duly registered with the Cooperative Development Authority (CDA).
- ii. For projects to be implemented through a contractual arrangement requiring a public utility Franchise for its operation but where the Project Proponent and Facility Operator may be two separate and independent entities, the Facility Operator must be a Filipino or, if a corporation, must be duly registered with the Securities and Exchange Commission (SEC) and owned up to at least sixty percent (60%) by Filipinos, or, if cooperatives, must be duly registered with the Cooperative Development Authority (CDA).
- iii. For projects that do not require a public utility Franchise for its operation, the prospective Project Proponent or the Facility Operator may be Filipino or foreign owned.
- iv. In case the prospective Project Proponent is a consortium, the members or participants thereof shall be disclosed during the pre-qualification stage and shall undergo pre-qualification. Further, the members or participants thereof shall execute an undertaking in favor of the LGU that if awarded the contract, they shall bind themselves to be jointly and severally liable for the obligations of the Project Proponent under the contract.

However, if members of the consortium organize themselves as a corporation registered under Philippine laws, such corporation shall execute such an undertaking binding itself to be liable for the obligations of the Project Proponent under the contract, which shall substitute or be in lieu of the undertaking submitted by the members or participants of the consortium.

- V. For purposes of pre-qualification, the Contractor proposed to be engaged by the Project Proponent to undertake the Construction of the project must be duly licensed and accredited by the PCAB, in the case of a Filipino Contractor, or by an equivalent accreditation institution in the Contractor's country of origin, in the case of a foreign Contractor. Once the Project Proponent is awarded the project, such foreign Contractor must secure a license and accreditation from the PCAB.

b. Experience or Track Record - The prospective Project Proponent must possess adequate experience in terms of the following:

- i. Firm Experience – By itself or through the member-firms in case of a consortium, or through a Contractor(s) which the prospective Project Proponent may engage for the project, the prospective Project Proponent and/or its Contractor(s) must have successfully undertaken a project(s) similar or related to the subject infrastructure or development project to be bid. The individual firms and/or their Contractor(s) may individually specialize on any or several phases of the project(s). A consortium proponent shall be evaluated based on the individual or collective experience of the member-firms of the consortium and of the Contractor(s) that it has engaged for the project, even if the Contractor is not a member of the consortium. The experience of the Contractor(s) which the prospective Project Proponent will engage for the project shall be evaluated if it is necessary for the determination of the capacity of the consortium to undertake the project. In such case, the Contractor(s) must have successfully undertaken a project(s) similar or related to the project to be bid.

For purposes of the above, consortia shall submit as part of their pre-qualification statement a business plan which shall, among others, identify their members, the equity interest/contribution of each member to the consortium, their prospective Contractor(s), if the experience of their Contractor(s) are necessary for the determination of the capacity of the consortium to undertake the project, and the description of the respective roles said members and Contractors, if necessary, shall play or undertake in the project, including as to which member(s) is(are) the prospective facility operator(s), if applicable. If undecided on a specific Contractor, the prospective Project Proponent may submit a short list of Contractors from among which it will select the final Contractor. Short listed Contractors are required to submit a statement indicating willingness to participate in the project and capacity to undertake the requirements of the project.

- ii. Key Personnel Experience - The key personnel of the prospective Project Proponent and/or its Contractor(s) must have sufficient experience in the relevant aspect of schemes similar or related to the subject project, as specified by the LGU.

c. Financial Capability - The prospective Project Proponent must have adequate capability to sustain the financing requirements for the detailed engineering design, Construction and/or operation and maintenance phases of the project, as the case may be.

The LGU shall determine on a project-to-project basis, and before pre-qualification, the minimum amount of equity needed.

For purposes of pre-qualification, this capability shall be measured in terms of proof of the ability of the prospective Project Proponent and/or the consortium to provide:

- i. Equity
 1. a minimum amount of equity to the project measured in terms of the latest net worth less equity commitments to other projects.

Net worth shall be measured by deducting total liabilities from the total assets based on the latest audited financial statements of the company or each member of the consortia. In case of consortia, the net worth computed shall be prorated net worth of each member based on the proposed ownership structure.

Equity committed to other projects are (1) the equity requirements for the value of all outstanding or uncompleted portions of project construction under ongoing or awarded projects (exclusive of the total assets and total liabilities provided under the latest AFS); and (2) the sum of required equity contributions to unsolicited proposals where original proponent status has been granted to the Project Proponent.

For this capability, the Project Proponent shall submit:

- (a) latest audited financial statement;
- (b) a sworn affidavit disclosing the Project Proponent's, or, in the case of consortia, each member's other projects that are ongoing and new projects requiring equity, with the corresponding value and schedule of outstanding equity requirements for each project. For purposes of this Revised IRR, the term "new projects" shall refer to unsolicited projects where the original proponent is granted with an original proponent status (OPS) in accordance with Section 10.7 of this Revised IRR;
- (c) a sworn affidavit disclosing the Project Proponent's, or, in the case of consortia, each member's other projects that are ongoing and new projects requiring debt financing; (d) debt to be incurred in all projects; and
- (e) equity required by all projects.

The prospective Project Proponent shall be deemed to have the capability to fund equity requirements for the project if the latest net worth, or in case of consortia, the sum of the latest net worth of each member, based on the proposed ownership structure, is at least equal to the sum of the minimum amount of equity required for the project and the outstanding equity requirements for the other projects that are under approval, awarded, and under implementation disclosed in the sworn affidavit; or

2. a set-aside deposit equivalent to the minimum equity required, committed solely for the project.

For avoidance of doubt, joint and several liability agreements, accession agreements, guarantee letters from parent companies, or other documents not explicitly stated above shall not be considered by the LGU in determining the Project Proponent's financial capability to provide equity.

- ii. Debt

The Project Proponent shall demonstrate its capability to finance the project with debt by submitting a letter testimonial from a bank attesting that:

1. the prospective Project Proponent and/or members of the consortium are banking with them;
2. The Project Proponent and/or members of the consortium are in good financial standing and/or are qualified to obtain credit accommodations from such banks to finance the project equivalent to the value of the debt requirement in the proposal.

The testimonial must come from a domestic universal/commercial bank or an international bank that is authorized by the BSP to transact in the Philippines.

For the avoidance of doubt, the sworn affidavit contemplated in Section 5.4 (c) (i) is a separate and different requirement from the letter testimonial as proof of capability to raise debt financing.

The LGU, through its PBAC, shall complete the evaluation of the pre-qualification documents of the prospective Project Proponents within twenty (20) calendar days from receipt of the complete submission of the prospective Project Proponent's pre-qualification documents.

Section 5.5 - Pre-qualified and Disqualified Proponents

The LGU, through its PBAC, shall, within a period of twenty (20) calendar days after the deadline set for the submission of the pre-qualification documents, determine which among prospective proponents are "pre-qualified" or "disqualified". Accordingly, the PBAC shall duly inform the prospective Project Proponents who have been pre-qualified within five (5) calendar days after approval thereof. Disqualified proponents shall likewise be informed stating therein the grounds for their disqualification within the same period. Those disqualified may appeal the disqualification within fifteen (15) working days from receipt of the notice of disqualification to the Head of LGU in the case of national projects, or the Head of the DILG unit or his authorized representative, in the case of local projects. The bidding process will be suspended while the appeal is being evaluated. The Head of Agency or Head of the DILG unit or his authorized representative, as the case may be, shall act on the appeal within forty-five (45) working days from receipt of the appeal and upon filing of a nonrefundable appeal fee in an amount equivalent to no less than one-half of one percent (0.5 %) of the Project Cost as approved by the Approving Body. The decision of the Head of the LGU or Head of the DILG unit or his authorized representative on the appeal shall be final and immediately executory.

Section 5.6 - Issuance of Tender Documents

The LGU shall make available the related bid documents to all pre-qualified bidders upon completion of pre-qualification evaluation and issuance of notice of pre-qualification/ disqualification to provide respective bidders ample time to examine the same and to prepare their respective bids prior to the date of opening of bids.

Section 5.7 - Simultaneous or Single-stage Qualification and Bidding

In the exigency of service, the LGU Head may opt to do a simultaneous qualification instead of a pre-qualification of proponents. In case of simultaneous qualification, the publication of the invitation, following the requirements in Section 5.2, shall be for the submission of qualification requirements and bid proposals. The bidders shall be asked to submit their proposal in three envelopes; the first envelope - the qualification documents corresponding to the requirements so stated in Section 5.4 herein; the second envelope - the technical proposal; and the third envelope - the financial proposal. The requirements for bid submission are covered under Chapter 7. The period for the preparation of the qualification documents shall be subsumed under the time allotted for bid preparation.

Section 5.8 - Changes to Pre-qualification and Tender Documents

If changes to pre-qualification and tender documents are made prior to pre-qualification of prospective bidders, the LGU shall issue a bid bulletin to all bidders who had purchased the tender/bid documents informing them of such changes, and afford them reasonable time within which to consider the same in the preparation of their submission/bids. Such issuance shall be duly acknowledged by each bidder prior to the submission of his pre-qualification documents/bid and shall be so indicated in his submission/bid. This shall be observed under the single-stage bidding process (simultaneous qualification) as well as in the two-stage bidding process.

Further, if changes to pre-qualification and tender documents are made after the pre-qualification stage, the bid bulletin shall be issued only to all pre-qualified bidders.

Changes in the PTCs, approved by the Approving Body, may be allowed prior to the issuance of the bid bulletin for any documents obtained by prospective bidders for single-stage and two-stage bidding process; provided that, the prior approval of the appropriate Approving Body and the Head of LGU shall be secured.

The LGU shall inform in writing the DOF and the statutory counsel as provided in Section 2.12 of this Revised IRR of such changes.

Section 5.9 - Acceptance of Criteria and Waiver of Rights to Enjoin Project

All prospective bidders shall be required to submit, as part of their qualification documents, a statement stipulating that the bidder (i) has accepted the qualification criteria established by the PBAC of the LGU, and (ii) waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against the LGU or its PBAC to prevent or restrain the qualification process or any proceedings related thereto, the holding of a bidding or any proceedings related thereto, the negotiation of and award of the contract to a successful bidder, and the carrying out of the awarded contract. Such waiver shall, however, be without prejudice to the right of a disqualified or losing bidder to question the lawfulness of its disqualification or the rejection of its bid by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order.

**CHAPTER 6
SUPPLEMENTAL NOTICES AND PRE-BID CONFERENCES**

Section 6.1 - Responsibility of Bidder

The prospective bidder shall be solely responsible for having taken all the necessary steps to carefully examine and acquaint himself with the requirements and terms and conditions of the bidding documents with respect to the cost, duration, and execution/operation of the project as it affects the preparation and submission of his bid. The LGU shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective bidder out of data furnished or indicated in the bidding documents.

Section 6.2 - Supplemental Notices

If a bidder is in doubt as to the meaning of any data or requirements or any part of the bidding documents, written request may be submitted to the LGU for an interpretation of the same, allowing sufficient time for the LGU to reply before the submission of his/her bid. Any substantive interpretation given by the LGU shall be issued in the form of a Supplemental Notice, and furnished to all prospective bidders. The LGU may also issue Supplemental Notices to all prospective bidders at any time for purposes of clarifying any provisions of the bidding documents provided that the same is issued within a reasonable period to allow all bidders to consider the same in the preparation of their bids. Receipt of all Supplemental Notices shall be duly acknowledged by each bidder prior to the submission of his bid and shall be so indicated in the bid.

Section 6.3 - Pre-bid Conference

For projects costing less than PhP 300 million, a pre-bid conference shall also be conducted by the LGU at least thirty (30) calendar days before the deadline for the submission of bids to clarify any provisions, requirements and/or terms and conditions of the bidding documents and/ or any other matter that the prospective bidders may raise. For projects costing PhP 300 million and above, the pre-bid conference shall be conducted no later than sixty (60) calendar days before the submission of bids.

Nothing stated at the pre-bid conference shall modify any provisions or terms and conditions of the bidding documents unless such is made as a written amendment thereto by the LGU. Any amendments shall be issued by the LGU to all bidders within a reasonable time to allow them to consider the same in the preparation of their bids and shall be duly acknowledged by each bidder prior to the submission of his bid and shall be so indicated in his bid. A summary of the pre-bid conference proceedings shall also be issued to all prospective bidders by the LGU. Attendance to the pre-bid conference by prospective bidders shall not be mandatory.

**CHAPTER 7
SUBMISSION, RECEIPT AND OPENING OF BIDS**

Section 7.1 - Requirements for Bid Submission

Bidders shall be required to submit their bids on or before the deadline stipulated in the "Instructions to Bidders". For pre-qualified bidders, their bids shall be submitted in at least two (2) separate sealed envelopes, the first being the technical proposal and the second the financial proposal. In case of simultaneous qualification, at least three (3) envelopes shall be submitted. The first envelope shall be the qualification requirements, the second the technical proposal and the third the financial proposal. All envelopes shall bear the name of the bidder and project to be bid out in capital letters and addressed to the PBAC of the LGU. They shall be marked "Do Not Open Before (date and time of opening of bids)". The envelopes shall be appropriately labeled as Qualification Requirements, Technical Proposal and Financial Proposal.

- a. The "Qualification Requirements" shall contain requirements as stated in Section 5.4;
- b. The "Technical Proposal" shall contain the following requirements, as may be deemed necessary by the LGU:
 - i. Acceptance/Compliance statements with regard to all terms and conditions in the tender documents including those with regard to financial parameters and any changes which were made thereto by the LGU prior to bid submission.
 - ii. Operational feasibility of the project, which shall indicate the proposed organization, methods and procedures for the operation and maintenance of the project under bidding;
 - iii. Technical soundness/preliminary engineering design, including proposed project timeline;
 - iv. Preliminary environmental assessment, which shall indicate the probable adverse effects of the project on the environment and the corresponding mitigating measures to be adopted; Project Cost;
 - v. Bid Security. The LGU shall determine which form of Bid Security it will require which may be in cash, certified check, manager's check, letter of credit, or bank draft/guarantee issued by a reputable local/foreign bank, or a surety bond callable on demand issued by the Government Service Insurance System (GSIS) or an entity duly registered and recognized by the office of the Insurance Commissioner and acceptable to the LGU, or any combination thereof payable to the LGU based on the total Project Cost (as indicated by the prospective Project Proponent) in accordance with the following schedules:

PROJECT COST (as estimated by the LGU or proposed by the Project Proponent)	REQUIRED BID SECURITY
Less than PhP 2.5 billion	2.0 % of the Project Cost
More than 2.5 billion less than 5 billion	1.5 % of the Project Cost or PhP 50 million, whichever is higher
5 billion and above	1.0 % of the Project Cost or PHP 75 million, whichever is higher

The LGU shall determine whether the Bid Security shall be issued by a local bank, an international bank, or both. In case the bid security is issued by an international bank, said security has to be confirmed and validated by its local branch in the Philippines or by a bank that is duly registered and authorized by the BSP.

The posting of the bid security is for the purpose of guaranteeing that the proposed contract awardee shall enter into contract with the LGU within the time prescribed therefore.

Bids and bid securities shall be valid for a period to be prescribed by the LGU in the bidding documents but in no case beyond one hundred and eighty (180) calendar days from the date of opening of bids, subject to Section 11.7. The actual amount of bid security to be posted by the bidders will be fixed by the LGU prior to bidding. Said actual amount shall not be less than the amount prescribed in the above schedule.

vi. Other documents as may be required by the LGU to support the bidder's technical proposal.

The "Financial Proposal" shall contain the following, as the case may be:

- i. Proposed Project Cost, operation and maintenance cost, and all other related costs;
- ii. Project financing scheme, which may include the amount of equity to be infused, debt to be obtained for the project, and sources of financing; and
- iii. Financial bid corresponding to the parameters set by the LGU in accordance with Section 4.2 (h).

Section 7.2 - Submission of Late Bids

Bids submitted after the deadline for submission prescribed in the "Instructions to Bidders" shall be considered late and shall be returned unopened.

Section 7.3 - Opening of the Envelope for Qualification of Bidder

At the date and time stipulated in the "Instructions to Bidders", the PBAC shall open the envelope and ascertain whether the same is complete in terms of the information required under Section 5.4. Such information shall be recorded at the time, including the names and addresses of required witnesses. All

bidders or their representatives present at the opening of the first envelopes shall sign a register of the opening of the qualification envelope.

Section 7.4 - Evaluation of Qualification Requirements

The qualification documents will first be evaluated prior to the opening of the technical proposal. The LGU shall inform bidders whether they are qualified or disqualified, and for the latter, the reasons for disqualification, within ten (10) calendar days. Only qualified bidders shall be allowed to participate in the bid evaluation. Disqualified bidders shall be informed of the grounds of disqualification and their technical and financial proposals returned unopened.

Section 7.5 - Rejection of Bids

Incomplete information on any of the envelopes and/or non-compliance with the bid security requirements prescribed in Section 7.1 (b) shall be grounds for automatic rejection of bids.

Section 7.6 - Opening of the Envelope for the Technical Proposal

At the date and time of bid opening, as stipulated in the "Instructions to Bidders", the PBAC shall open only the technical proposal and ascertain whether the same is complete in terms of the data/information required under Section 7.1 (b) above and whether the same is accompanied by the required bid security in the prescribed form, amount and period of validity. Such information shall be recorded at the time, including the names and addresses of required witnesses. All bidders or their representatives present at the opening of the first envelopes shall sign a register of the bid opening.

Section 7.7 - Opening of the Envelope for the Financial Proposal

Only those bidders whose technical proposal passed the evaluation criteria as prescribed under Section 8.1 hereof shall have their financial proposal opened for further evaluation. Those who failed the evaluation of the technical proposal shall not be considered further, and the PBAC shall return their financial proposals unopened together with the reasons for their disqualification from the bidding.

Once the bidders who have qualified for the evaluation of the financial proposal have been determined, the PBAC shall notify said bidders of the date, time and place of the opening of the envelopes for the financial proposal. The opening thereof shall follow the same procedures prescribed for the opening of the previous envelopes.

Section 7.8 - Withdrawal and/or Modification of Bids

Withdrawal and/or modification of bids may be allowed upon written notice by the bidder to the LGU prior to the time and date set for the opening of bids (opening of first envelopes) as specified in the "Instructions to Bidders". No bids shall be modified or withdrawn after the time prescribed to open bids. Bid modifications received after said period shall be considered late and will be returned unopened. Withdrawal of bids after the bid opening date shall cause the forfeiture of the bidder's bid security.

**CHAPTER 8
EVALUATION OF BIDS**

Section 8.1 - The First Envelope Evaluation

The evaluation of bids shall be undertaken in two (2) stages, in accordance with the procedures described below.

The first envelope evaluation shall involve the assessment of the technical, operational, environmental and financing viability of the proposal as contained in the bidders' first envelopes vis-à-vis the prescribed requirements and criteria/minimum standards and basic parameters prescribed in the bidding documents. Only those bids that have been determined to have positively passed the first stage of evaluation shall be qualified and considered for the second stage of evaluation.

The LGU shall evaluate the technical proposals of the bidder in accordance with the following criteria:

- a. Technical soundness (preliminary engineering design) - The basic engineering design of the project should conform to the minimum design and performance standards and specifications set by LGU as prescribed in the bidding documents. The engineering surveys, plans and estimates should be undertaken within +/- 20% of the final quantities. The Construction methods and schedules should also be presented and shown to be feasible or "doable".
- b. Operational feasibility - The proposed organization, methods, and procedures for operating and maintaining the completed facility must be well defined, should conform to the prescribed performance standards, and should be shown to be workable. Where feasible, it should provide for the transfer of technology used in every phase of the project.
- c. Environmental Standards - The proposed design and the technology of the project to be used must be in accordance with the environmental standards set forth by the Department of Environment and Natural Resources (DENR), as indicated in the bid documents. Any adverse effects on the environment as a consequence of the project as proposed by the prospective Project Proponent must be properly identified, including the corresponding corrective/mitigating measures to be adopted.
- d. Project Financing - The proposed financing plan should positively show that the same could adequately meet the Construction cost as well as the operating and maintenance costs requirements of the project. The LGU shall assess the financing proposals of the bidders if the same matches and adequately meets the cost requirements of the project under bidding.

The PBAC of the LGU shall complete the evaluation of the technical proposal within twenty (20) calendar days from the date the bids are opened.

Section 8.2 - The Second Envelope Evaluation

The second envelope evaluation shall involve the assessment and comparison of the financial proposals of the bidders, based on the parameters stated in Section 4.2 (h). The second stage evaluation shall be completed by the PBAC of the LGU within fifteen (15) calendar days from the date the first stage evaluation shall have been completed.

In the case of BT and BLT schemes, a Filipino Project Proponent who submits an equally advantageous bid with exactly the same price and technical specifications as that of a foreign Project Proponent shall be given preference.

Section 8.3 - Right to Reject All Bids

The LGU reserves the right to reject any or all bids, waive any minor defects therein and accept the offer it deems most advantageous to the Government.

**CHAPTER 9
NEGOTIATED CONTRACT**

Section 9.1 - Direct Negotiation

Direct negotiation shall be resorted to when there is only one complying bidder left as defined hereunder:

- a. If, after advertisement, only one prospective Project Proponent applies for pre-qualification and it meets the pre-qualification requirements, after which, it is required to submit a bid/proposal which is subsequently found by the LGU to be complying;
- b. If, after advertisement, more than one prospective Project Proponent applied for prequalification but only one meets the pre-qualification requirements, after which it submits a bid proposal that is found by the LGU to be complying;
- c. If, after pre-qualification of more than one prospective Project Proponent, only one submits a bid which is found by the LGU to be complying;
- d. If, after pre-qualification, more than one prospective Project Proponent submits bids but only one is found by the LGU to be complying;

In such events, however, any disqualified bidder may appeal the disqualification of the LGU to the Head of LGU, in case of national projects, or to the Head of the DILG unit or his authorized representative, in case of local projects, within fifteen (15) working days from receipt of the notice of disqualification. The Head of LGU or the Head of the DILG unit or his authorized representative shall act on the appeal within forty-five (45) working days from receipt thereof. The decision of the Head of LGU or the Head of the DILG unit or his authorized representative shall be final and immediately executory.

Section 9.2 - Unsolicited Proposals

Unsolicited Proposals may be accepted by the LGU on a negotiated basis, subject to the conditions provided under Chapter 10.

Section 9.3 - Conditions for Negotiated Contracts

In instances where negotiated contracts are allowed, the ICC shall determine the RROR prior to the negotiation in the case of solicited proposals as referred to under Section 9.1 or call for proposals in the case of unsolicited proposals. The scope of negotiation, in the case of solicited proposals referred to under Section 9.1 shall be limited to the financial proposal of the lone complying bidder and in compliance with the RROR prescribed by the ICC.

Section 9.4 - Financial and Technical Evaluation of Negotiated Contracts

In so far as applicable, the same rules provided for the evaluation of the technical and financial aspects of bid

proposals shall be applied in the evaluation of Negotiated Contracts authorized in the Act and this Code.

**CHAPTER 10
UNSOLICITED PROPOSALS**

Section 10.1 - Requisites for Unsolicited Proposals

The LGU may accept Unsolicited Proposals on a negotiated basis provided that all the following conditions are met:

- a. the project involves a new concept or technology as determined by the LGU and/or is not part of the List of Priority Projects;
- b. no Direct Government Guarantee, subsidy or equity is required; and
- c. the LGU has invited by publication, for three (3) consecutive weeks, in a newspaper of general circulation, comparative or competitive proposals and no other proposal is received for a period of sixty (60) working days.

If no comparative or competitive proposal or no complying bid is received by the LGU, the original proponent shall immediately be awarded the contract. In the event that a comparative proponent submits a price proposal better than that submitted by the original proponent, the latter shall have the right to match such price proposal within thirty (30) working days from receipt of a notification from the LGU of the result of the comparative or competitive bid. Should the original proponent fail to match the price proposal of the comparative proponent within the specified period, the contract shall be awarded to the comparative proponent. On the other hand, if the original proponent matches the price proposal of the comparative proponent within the specified period, the contract shall immediately be awarded to the original proponent.

Section 10.2 – New Concept or Technology

The Project Proponent proposing a project involving a new concept or a technology that is new and untried in the Philippines shall incorporate in its proposal information which it, or through any of its consortium members, has directly and successfully implemented at a scale similar to the proposed project.

The information disclosed must be in sufficient detail so as to allow the LGU to properly evaluate the new concept or technology. This shall include, among others, the details of the new concept or technology, and the cost-benefit analysis comparing the new concept or technology with traditional ones.

New concept or technology means green, smart, emerging, or state-of-the-art technology, or any other similar or related concepts/technologies.

In addition, it should have a positive impact on the implementation and operations of the project such as, but not limited to:

- a. reduction of Construction costs;
- b. acceleration of project execution;
- c. improvement of safety;
- d. enhancement of project performance;
- e. improvement in productivity or quality of produce;
- f. extension of economic life;
- g. reduction of O&M costs;
- h. reduction of negative environmental impact;
- i. reduction of social/economic disturbances either during construction or operation phase; or
- j. increase in use of materials with a high domestic content.

The LGU shall issue a certification that based on its assessment, considering available and relevant government and international standards, the new concept or technology possesses any of the above features and other features that would have a positive impact on the implementation and operations of the project. Such certification may also be sought from relevant government agencies/bodies/institutions/etc., with knowledge of the proposed new concept or technology.

Section 10.3 - Projects Ineligible for Unsolicited Proposals

Projects included in the "List of Priority Projects", as defined under Section 2.4, shall not be eligible to be accepted as Unsolicited Proposals, unless involving a new concept or technology. In addition, any component of an approved project shall not be eligible for any Unsolicited Proposal.

Section 10.4 - Investment Incentives and Government Undertakings for Unsolicited Proposals

As a general rule, the Government may grant Investment Incentives to Unsolicited Proposals as enumerated under Chapter 13.

In accordance with Section 4-A of the Act, there shall be no direct government guarantee, subsidy or equity for unsolicited proposals.

The grant of usufruct of government assets, including among others, right-of-way, to a Project Proponent shall be considered as a direct government subsidy or equity unless the government receives appropriate compensation pursuant to existing laws, rules and regulations, and guidelines. Such grant of usufruct shall be made in accordance with the following guidelines:

- a. Use of Government Financial Institutions – To determine the value of the usufruct of government assets, the original proponent shall procure, at its own cost, the services of a government financial institution.
- b. Conduct of Valuation – The valuation of the usufruct shall be conducted on a date/s, which is mutually agreed upon by both parties, provided that it shall be done during the negotiation stage but not later than the publication of the invitation for comparative proposals. The valuation determined by the government financial institution shall be valid and binding upon both parties.
- c. Compensation Amount – the amount of compensation for the usufruct of assets shall be based on the appraised value of the asset as determined by the government financial institution. Such amount, including interests, if any, shall be paid in Philippine pesos on a date set forth under the contract.
- d. Interest Rate – Non-payment of compensation on or before the agreed date shall incur interest at a rate stated in the contract, taking into consideration relevant rules and regulations on interest. In case the parties fail to agree on the applicable interest rate, or in default thereof, the prevailing risk-free rate shall apply.

The standards for valuation of government assets, including among others, right-of-way, and of relocation and resettlement for national projects shall be pursuant to Republic Act No. 10752 and other existing laws, rules and regulations, and guidelines. LGUs may use the same standards for their local projects.

All costs related to relocation and resettlement in connection with the project shall be shouldered by the Project Proponent.

Section 10.5 - Submission of a Complete Unsolicited Proposal to the LGU

Once the LGU receives an unsolicited proposal, it shall acknowledge the receipt of the proposal within seven (7) calendar days from its receipt thereof, and inform the PPP Center of its receipt of the unsolicited proposal. Within thirty-five (35) calendar days from the LGU's receipt of the unsolicited proposal, it shall:

- a. Assess whether the proposal is complete or not, taking into consideration the first in time approach described in the subsequent section. For an unsolicited proposal to be considered complete for purposes of assessment by the LGU, it shall contain the following:
 - i. cover letter, indicating the basic information on the unsolicited proposal such as a description of the project, its expected output and outcome, implementation period, and general description of the new concept or technology pursuant to Section 10.2 of this Revised IRR. The company profile of the Project Proponent or the business plan of the proponent consortium shall also be included;
 - ii. feasibility study prepared in accordance with the guidelines of the ICC referred to in Section 2.7;
 - iii. draft contract, consistent with Section 4.3;
 - iv. financial and economic model used by the Project Proponent, prepared in accordance with Section 2.7 and the guidelines of the ICC referred to therein;
 - v. re-qualification requirements under Section 5.4;
 - vi. proposed PTCs as described in Section 2.8; and
 - vii. documentary evidence of compliance with items (1) and (2) of Section 4-a of the Act and items a and b of Section 10.1 .

The Project Proponent shall likewise submit all of the abovementioned document/s including those that are proprietary in nature in a sealed envelope to the LGU.

- b. Send a written notice to the Project Proponent and the PPP Center of its assessment on the completeness of the submitted proposal.

If a proposal is determined to be complete by the LGU, it shall send a written notice to the Project Proponent confirming the completeness of the submitted proposal, and informing the Project Proponent that the LGU shall proceed to prequalify the Project Proponent and evaluate the merits of the proposal pursuant to Section 10.7. A copy of such notice shall be sent by the LGU to the PPP Center.

If a proposal is determined to be incomplete by the LGU, it shall send a written notice to the Project Proponent listing down the lacking information or requirement, and returning all the documents submitted by the Project Proponent. A copy of such notice shall be sent by the LGU to the PPP Center. The LGU may entertain thereafter other same or similar project proposal. The Project Proponent whose submission is deemed incomplete shall not be precluded from re-submitting a revised proposal. The resubmission shall be considered a new submission, and be subject to the first in time approach in Section 10.6.

Section 10.6 – Treatment of More Than One Proposal for the Same or Similar Project

In the case where the LGU receives more than one Unsolicited Proposal involving the same or similar project prior to acceptance of the proposal as the "original proponent", the LGU may reject all such proposals or instead, bid out the project as a solicited proposal. Otherwise, the LGU shall evaluate the proposals using

a first in time approach. Under this approach, the first complete proposal is evaluated and decided upon pursuant to the requirements in Section 10.5. The second proposal will only be entertained if the first one is determined to be incomplete pursuant to Section 10.5, or not accepted pursuant to Section 10.7. Otherwise, the second proposal will be considered only if there is a failure in the negotiation of the first proposal or during the "invitation for comparative proposals" as defined under Section 10.13.

Under the first in time approach, the Head of LGU shall send a written notice to the other proponents acknowledging the submission of the same or similar project concept, and advise the said proponents on existence of similar project concept and its rank/position based on the date of submission of unsolicited proposals. The LGU shall furnish the PPP Center with a copy of such notice to other proponents.

If a contract is awarded to the winning bidder, the LGU shall send a written notice returning the unopened submissions to the respective proponents. The LGU shall furnish the PPP Center with a copy of such notice.

Section 10.7 - Evaluation and Acceptance of Unsolicited Proposals

Within one hundred and twenty (120) calendar days upon informing the Project Proponent of the completeness of its proposal pursuant to Section 10.5, the LGU shall assess the qualifications of the Project Proponent, evaluate the proposal, and send a written notice to the Project Proponent informing whether the LGU accepts or rejects the proposal, pursuant to the following rules:

- a. The LGU shall qualify the project proponent based on the provisions of Chapter 5 hereof;
- b. In evaluating the proposal, the LGU must perform the following tasks:
 - i. Confirm the existence of the new concept or technology in accordance with Section 10.2 hereof;
 - ii. Validate the absence of any direct government guarantee, subsidy, or equity;
 - iii. Assess the appropriateness of the contractual arrangement and reasonableness of the proposed risk allocation pursuant to the Generic Preferred Risk Allocation Matrix published by the ICC;
 - iv. Review the proposed PTCs for the project, as described in Section 2.8;
 - v. ensure the technical, financial, and economic viability of the project, pursuant to the criteria set in Section 2.10 and any additional guidelines set by the Approving Body; and
 - vi. Evaluate the proposed RROR submitted by the Project Proponent. The LGU may confirm the proposed RROR, or recommend another RROR for the project.
- c. After assessing the qualifications of the Project Proponent and evaluating the proposal, the LGU shall accept or reject the proposal:
 - i. If the LGU accepts the proposal, it shall send a written notice to the project proponent stating its intention to accept the proposal, and granting a conditional Original Proponent Status (OPS) to the Project Proponent. In cases of local projects, the LGU shall also request the confirmation of the appropriate body pursuant to Section 2.9.

Within thirty (30) calendar days upon issuance of such notice, the Head of LGU shall endorse to the Approving Body the proposed unsolicited proposal together with the documents listed in Section 10.5 and other documents required pursuant to Section 2.7. A copy of such notice shall be sent by the LGU to the PPP Center.

The Head of LGU shall also certify and provide documentation, as prescribed by the Approving Body, that it has done the mandated evaluation pursuant to Section 10.7. Thereafter, the Approving Body shall assess the qualifications of the proponent for the grant of OPS pursuant to 10.8.a.

- ii. If the LGU rejects the proposal, the LGU shall send a written notice informing the Project Proponent of the reasons for the rejection of its unsolicited proposal, and returning all documents submitted by the proponent. A copy of such notice shall be sent by the LGU to the PPP Center. Thereafter, the LGU may entertain other same or similar project proposals.

Section 10.8 - Approval of the Unsolicited Proposal Prior to Negotiation with the Original Proponent

- a. **Confirmation by the ICC/Sanggunian of the Conditional OPS Granted by the LGU to the Proponent**

i. National Projects

Within sixty (60) calendar days upon receipt by the Approving Body of the endorsement and documents referred to in Section 10.7.b:

- 1. The Approving Body shall endorse all documents to the Technical Working Group (TWG) of the ICC.
- 2. Thereafter, the TWG of the ICC shall validate the completeness and compliance of the submitted proposal pursuant to Sections 2.7 and 10.5; validate the qualifications of the Project Proponent pursuant to Chapter 5; and submit its findings to the ICC for its decision.
- 3. The ICC shall either:
 - (a) Confirm the grant of conditional OPS through a written notice to the LGU. Such notice shall also state the total amount that the Project Proponent is qualified to raise for the proposed project.
 - (b) Thereafter, the Approving Body shall proceed with the evaluation of the merits of the proposal pursuant to Section 10.8.b; or
 - (c) Reject the grant of conditional OPS through a written notice to the LGU. Such notice shall state the reasons for the rejection of the grant of OPS.

ii. Local Projects

Within sixty (60) calendar days upon receipt by the local Sanggunian of the endorsement and documents referred to in Section 10.7.b, and the confirmation of the appropriate body referred to in Section 2.9.b, the local Sanggunian shall:

- 1. Assess the completeness and compliance of the submitted proposal pursuant to Sections 2.7 and 10.5;
- 2. Validate the qualifications of the Project Proponent pursuant to Chapter 5;
- 3. Confirm or reject the grant of conditional OPS to the Project Proponent; and
- 4. Notify the LGU of its action on the grant of OPS.

The local Sanggunian may also create a technical working group to provide assistance for items ii.1. and ii.2.

Within five (5) calendar days from receipt by the LGU of the notice from the ICC/Sanggunian, LGU shall perform either of the following actions, depending on the decision of the ICC/Sanggunian:

- i. If the ICC/Sanggunian confirms the grant of OPS, the LGU shall issue a written notice to the Project Proponent informing the Project Proponent that the ICC/Sanggunian confirmed the conditional grant of OPS. Thereafter, the Project Proponent shall be considered as the "original proponent"; or ii. If the ICC/Sanggunian rejects the grant of OPS, the LGU shall issue a written notice to the Project Proponent stating the reasons for the rejection of the Project Proponent's unsolicited proposal, and returning all documents submitted by the Project Proponent. Thereafter, the conditional OPS granted by the LGU is automatically revoked, and the LGU may entertain other same or similar project proposals.

The LGU shall furnish the PPP Center with a copy of the above notice.

a. Evaluation of the Proposal by the Approving Body

Within ninety (90) calendar days from the confirmation by the Sanggunian of the grant of OPS, the Approving Body shall evaluate the proposal according to the criteria set forth in Section 2.10, and any additional guidelines as prescribed by the Approving Body.

If the proposal is accepted, the Approving Body shall issue a written notice to the LGU containing the approved PTCs for negotiation, and a formal advice for the LGU to commence negotiation.

If the proposal is rejected, the Approving Body shall either:

- i. issue a written notice to the LGU containing the conditions and timelines that the LGU must comply with for the approval of the proposal; or
- ii. issue a written notice to the LGU stating the reasons for the rejection of the proposal, and returning the proposal to the LGU.

If the Approving Body determines that the LGU complied with the conditions and timelines set by the Approving Body in item b.i. of this Section, the Approving Body shall issue a written notice to the LGU containing the approved PTCs for negotiations and a formal advice for the LGU to commence negotiation.

If the Approving Body determines that the LGU failed to comply with the conditions and timelines set by the Approving Body in item b.i. of this Section, the Approving Body shall either reject the proposal or extend the timeline for compliance by the LGU. The return of the project proposal by the Approving Body to the LGU shall serve as the automatic revocation of OPS granted to the Project Proponent.

Section 10.9 – Revocation of Original Proponent Status (OPS)

a. Revocation

The OPS granted to a Project Proponent may, upon review, be revoked based on the following grounds:

- i. It is found that the facts disclosed are incomplete, incorrect, misleading, untrue, inaccurate, or different from what was represented; or
- ii. Any non-compliance or violation of the BOT Law and this Revised IRR.

Upon revocation, the LGU may accept new unsolicited proposals involving the same or similar project, provided that this shall not preclude the original proponent from resubmitting a new or revised proposal.

b. Unsolicited Proposal that may Conflict with Projects of the Government

The grant of OPS does not preclude the government from implementing a project that may conflict with the unsolicited proposal or any of its components. No temporary restraining order, mandatory injunction, mandatory preliminary injunction shall be filed by the original proponent against the government in case of such conflict.

Section 10.10 - Negotiation

a. Notice to Commence Negotiation

Within seven (7) calendar days upon receipt of the LGU of the formal advice of the Approving Body, the LGU shall inform in writing the original proponent of the mechanics of the negotiation, including the commencement date and the authorized representative(s) of the LGU. Negotiations shall cover only the PTCs that have been approved by the Approving Body to be negotiable with the original proponent.

b. Negotiation Stage

The LGU and the original proponent shall negotiate in good faith and shall complete and conclude the negotiations within a period of eighty (80) calendar days from the commencement date of negotiation, as stipulated in the formal advice of the LGU. In the event that there are irreconcilable differences during the period of negotiation, or the LGU and the original proponent fail to conclude negotiations within the 80-day period, such events shall be considered as a failure of negotiation.

c. Failure of Negotiation

In case of failure of negotiation, the LGU shall, within seven (7) calendar days from the lapse of the 80-day negotiation period, reject the proposal and revoke the OPS in writing stating the grounds for rejecting the proposal and revoking the OPS. Thereafter, the LGU shall have the option to:

- i. accept a new Unsolicited Proposal, if there be any;
- ii. bid out the project as a solicited proposal, or
- iii. undertake the project on its own.

The LGU shall submit a report to the Approving Body informing it of the failure of negotiation, the reasons therefore, and which among the above options the LGU intends to undertake.

d. Successful Negotiation

If negotiation is successful, the Head of LGU and the authorized signatory of the original proponent shall issue a signed certification that an agreement has been reached by both parties. Said certification shall also state that the negotiated terms comply with the PTCs approved by the Approving Body.

The LGU shall, within seven (7) calendar days after the conclusion of negotiation or the end of the eighty (80)-calendar day negotiation period, whichever comes first, submit a report to the Approving Body of the result of negotiation.

e. Action of the Approving Body on the Negotiated PTCs following Successful Negotiation

The Approving Body shall, within twenty (20) working days from the receipt of the report submitted by the LGU, validate whether the negotiated terms are in accordance with the approved PTCs.

If the negotiated terms do not conform with the approved PTCs, the Approving Body shall declare a failure of negotiation. Thereafter, the LGU shall reject the proposal by advising the original proponent in writing stating the grounds for rejection and shall have the options provided in Section 10.10.c.

Otherwise, the Approving Body shall notify the LGU that it may proceed with the publication of the invitation for comparative proposals in accordance with Section 10.13.

Section 10.11 - Approval of Unsolicited Contracts by the Head of LGU

The Head of the LGU shall review and approve the draft contract which shall be based on the PTCs set forth by the Approving Body, pursuant to Section 2.8.

Prior to approval of the Head of LGU, the draft contract shall undergo review by the DOF, the Office of the Government Corporate Counsel (OGCC), the Office of the Solicitor General (OSG), or any other entity prescribed by law/issuances as the statutory counsel of GOCCs and LGUs, in accordance with their respective mandates and areas of expertise.

The OSG, OGCC, or any prescribed statutory counsel, as the case may be, shall issue an opinion on the draft contract within twenty (20) working days upon receipt thereof. The DOF shall issue an opinion on the draft contract for projects of national government agencies, local projects which will involve funds of the national government, and local projects requiring ICC review or approval, within twenty (20) working days upon receipt thereof. The DOF opinion on the draft contract shall contain an explicit approval of the proposed Government Undertakings.

Any Government Undertaking stated in the draft contract not approved by the Approving Body and not enumerated in the DOF opinion shall not be binding against the Republic.

Changes in the PTCs of the draft contract may be allowed pursuant to Section 2.12 of this Revised IRR.

Section 10.12 - Tender Documents

The qualification and tender documents shall be prepared along the lines specified under Chapter 4 and 5 hereof. The draft contract as agreed upon by the LGU and the original proponent and as approved by the Head of LGU, which shall be part of the tender documents, will be considered final and non-negotiable by the comparative proponents. Proprietary information shall, however, be respected, protected and treated with utmost confidentiality. As such, it shall not form part of the bidding/tender and related documents.

Section 10.13 - Invitation for Comparative Proposals

Within seven (7) calendar days from the receipt of the notice by the Approving Body allowing the LGU to publish the invitation for comparative proposals, the LGU PBAC shall publish the invitation for comparative proposals. The invitation for comparative or competitive proposals should be published at least once every week for three (3) consecutive weeks, in online media and in at least one (1) newspaper of general circulation. Said invitation should also be posted continuously in the websites of the LGU, if available, and of the PPP Center, and any online government portal for the purpose, during the period stated above. For projects costing at least PHP 500 million, the invitation may also be published at least once (1) in at least one (1) online media and newspaper of international publication. It shall indicate the time, which should not be earlier than the last date of publication, and place where tender/bidding documents could be obtained. It shall likewise explicitly specify a time of sixty (60) working days reckoned from the date of issuance of the tender/bidding documents upon which proposals shall be received. Beyond said deadline, no proposals shall be accepted. A pre-bid conference shall be conducted thirty (30) working days after the issuance of the tender/bidding documents.

Section 10.14 - Posting of Bid Bond by Original Proponent

The original proponent shall be required at the date of the first day of the publication of the invitation for comparative proposals to submit a bid bond equal to the amount and in the form required of the comparative proponents, following the requirements of Section 7.1(b)(vi).

Section 10.15 - Qualification of Comparative Proponents

The evaluation criteria used for qualifying the original proponent should be the same criteria to be used in the "Terms of Reference" for the comparative proponents.

Section 10.16 - Submission of Proposal

The bidders are required to submit the proposal in three envelopes at the time and place specified in the Tender Documents. The first envelope shall contain the qualification documents, the second envelope the technical proposal as required under Section 7.1 (b), and the third envelope the financial proposal as required under Section 7.1 (c).

Section 10.17 - Evaluation of Comparative Proposals

Proposals shall be evaluated in three stages: Stage 1, qualification documents; Stage 2, the technical proposal; and Stage 3, the financial proposal. Only those bids which pass the first stage will be considered for the second stage and similarly, only those which pass the second stage will be considered for the third stage evaluation. The LGU will return to the disqualified bidders the remaining envelopes unopened, together with a letter explaining why they were disqualified. The criteria for evaluation will follow Chapter 5 for the qualification of bidders and Chapter 8 for the technical and financial proposals. The time frames under Chapters 5 and 8 shall likewise be followed.

Section 10.18 - Disclosure of the Price Proposal

The decision to disclose the price or financial proposal of the original proponent in the Tender Documents shall be mutually agreed upon between the LGU and the original proponent. If the original proponent's price proposal was not disclosed in the Tender Documents, it should be revealed upon the opening of the financial proposals of the comparative proponents.

Section 10.19 - Failure of a Winning Comparative Proponent to Enter into Contract

In the event of refusal, inability or failure of the winning comparative proponent to enter into contract with the LGU within the specified time in the Tender Documents, its bid security shall be forfeited in favor of the LGU. In such an event, the LGU shall consider for award the bidder with the next-ranked complying comparative bid which is better than the offer of the original proponent. The original proponent shall again be given the right to match the comparative proponent's bid. If no other comparative bid is determined to be better than the offer of the original proponent, the contract shall immediately be awarded to the original proponent.

AWARD AND SIGNING OF CONTRACT

Section 11.1 - Recommendation to Award

Within three (3) calendar days from the date of completion of the financial evaluation, the LGU PBAC shall submit to the Head of LGU a recommendation of award. The PBAC shall prepare and submit a detailed evaluation/assessment report on its decision regarding the evaluation of the bids and explain in clear terms the basis of its recommendations.

Section 11.2 - Decision to Award

Within three (3) calendar days from the submission by PBAC of the recommendation to award, the Head of LGU shall decide on the award. The approval shall be manifested by signing and issuing the "Notice of Award" to the winning bidder within five (5) calendar days from approval thereof.

All unsuccessful bidders shall be informed in writing of the decision of the LGU to award the contract to the winning Project Proponent. Such decision shall be made available to the public when requested.

Section 11.3 - Notice of Award

The "Notice of Award", which is issued by the Head of LGU, shall indicate, among others, that the winning bidder must submit within twenty (20) calendar days from official receipt of the "Notice of Award" the following:

- a. prescribed performance security;
- b. proof of commitment of the required equity contribution, as specified by the LGU:
 - i. in the case where the winning bidder is a corporation - e.g., treasurer's affidavit attesting to actual paid-up capital, subscription agreement(s) between a shareholder(s) of the winning bidder and the winning bidder itself covering said equity contribution, or shareholders agreement between and amongst two (2) or more shareholders of the winning bidder undertaking to contribute/subscribe the required equity contribution; or
 - ii. in the case of a consortium - an undertaking of the members thereof to infuse the required equity contribution to the consortium.
- c. proof of firm commitments from reputable financial institution to provide sufficient credit lines to cover the Project Costs to be shouldered by the winning bidder; in the case of a consortium, the agreement indicating that the members are jointly and severally liable for the obligations of the winning bidder under the contract;
- d. in case a special purpose company (SPC) is formed for purposes of undertaking the project, proof of registration in accordance with Philippine laws; and
- e. such other conditions imposed by the LGU.

Failure to submit the requirements within the prescribed twenty (20)-calendar day period will result in confiscation of the bid security. Within five (5) calendar days upon receipt of the foregoing requirements for award, the Head of LGU shall determine and notify the winning bidder of its compliance of all the conditions stated in the said notice.

Section 11.4 - Public Dissemination of Bidding Results

The PBAC shall post the Notice of Award and/or bidding results in the PHILGEPS, websites of PPP Center and of the LGU, if any, within seven (7) calendar days from the issuance of the Notice of Award.

Section 11.5 - Formation of Special Purpose Company (SPC)

The LGU may require the winning Project Proponent to incorporate with the Securities and Exchange Commission (SEC) in accordance with applicable Philippine laws. The SPC that will be created shall assume and accede to all the rights and obligations of the winning Project Proponent, Provided, that:

- a. the winning Project Proponent subscribes to and pays for a significant/principal shareholding or controlling interest in the SPC, subject to the nationality and ownership requirements under the Constitution and other applicable laws. The required level of share ownership may be indicated in the tender documents or determined as a condition prior to contract award;
- b. in the case of a consortium, all members thereof shall present proof of contractual or other legally binding ties to or relationships with the SPC for the development and implementation of the project in accordance with their submitted business plan, e.g., for facility owners/developers/equity investors - subscription to and payment for a significant number of shares in the SPC; for Contractors or operators - binding appointment and undertaking to be the Contractor/operator or duly signed engineering, procurement and Construction (EPC) contract/operation and maintenance agreement; for financial institutions - letter of firm commitment to raise or provide financing to the project;
- c. an accession undertaking is executed by the SPC and the Project Proponent in favor of the LGU making the SPC principally liable for the performance of the winning Project Proponent's obligations under the Notice of Award and/or the contract.

The SPC shall be prohibited from engaging in other concessions, businesses, or undertakings not approved by the Approving Body which may conflict with the approved project or otherwise lead to anti-competitive behavior or abuse of dominant position.

Section 11.6 - Withdrawal/Substitution of a Member

The Project Proponent or member-firms of a consortium granted with the OPS, may not be changed, withdrawn, or substituted by another member or participant prior to approval of the project by the appropriate Approving Body. Any withdrawal, substitution, or addition of such shall lead to revocation of OPS pursuant to Section 10.9 o. Changes in, withdrawals, or substitution of Project Proponents or member-firms of a consortium after the approval of the project shall be subject to the approval of the Approving Body.

Further, in case of withdrawals, the remaining members or shareholders are still legally, technically, and financially capable of successfully carrying out the implementation/operation of the project.

A withdrawal made in violation of this Section shall be a ground for disqualification or cancellation of the contract, as the case may be, and forfeiture of the Project Proponent's bid or performance security.

The LGU shall inform in writing the PPP Center of such changes within five (5) working days for monitoring purposes.

Section 11.7 - Validity of Bids/Return of Bid Security

The execution of the contract shall be made within the period of the validity of the bid security. The required bid security shall be valid for a reasonable period but in no case beyond one hundred eighty (180) calendar days following the opening of the bids. Bid securities shall be returned to the unsuccessful bidders as soon as the contract is signed by the winning bidder.

Section 11.8 - Extension of Validity of Bids

When an extension of validity of bids is considered necessary, those who submitted bids shall be requested in writing to extend the validity of their bids before the expiration date. However, bidders shall not be allowed to modify or revise the price or other substance of their bids.

Bidders shall have the right to refuse to grant such an extension without forfeiting their bid security, but those who are willing to extend the validity of their bids should be required to provide a suitable extension of bid security.

Section 11.9 - Failure of Bidding

In the case of solicited bids, when no complying bids are received or in case of failure to execute the contract with a qualified and contracting bidder due to the refusal of the latter, the bidding shall be declared a failure. In such cases, the project shall be subjected to a re-bidding.

CHAPTER 12 CONTRACT APPROVAL AND IMPLEMENTATION

Section 12.1 - Execution/Approval of the Contract

The authorized signatories of the winning bidder and the Head of LGU shall execute and sign the contract for the project as approved in accordance with Section 2.12, within five (5) calendar days from receipt by the winning bidder of the notice from the LGU that all conditions stated in the Notice of Award have been complied with.

The Project Proponent, that was pre-qualified and awarded with the project, shall be the signatory to the contract.

Consistent with Article 1159 of the New Civil Code, the contract is the law between the parties and the parties shall perform their respective prestation, obligations, and undertakings thereunder with utmost good faith with the end in view of attaining the objective hereof. An original signed copy of the contract shall be submitted to the Approving Body and the PPP Center within five (5) calendar days after signing thereof by the LGU.

In the event of refusal, inability or failure of the winning bidder to enter into contract with the Government within the time provided therefore, the LGU shall forfeit its bid security. In such an event, the LGU shall consider the bidder with the next ranked complying bid. If the same shall likewise refuse or fail to enter into contract with the Government, its bid security shall likewise be forfeited and the LGU shall consider the next ranked complying bid, and so on until a contract shall have been entered into. In the event that the LGU is unable to execute the contract with any of the complying bidders, a failure of bidding will be declared and the project may be subjected to a re-bidding.

Section 12.2 - Other Approvals for Contract

The Project Proponent shall, as may be required under the existing laws, rules and regulations, secure any and all other approvals for the contract or the implementation thereof from government agencies or bodies including the Regulator in the case of Public Utility Projects. This includes securing the necessary and appropriate environmental clearances from the DENR prior to actual project Construction. The DENR shall act on the environmental clearance of the project within the time frame prescribed in and following the guidelines of DENR Administrative Order No. 96-37 and subsequent guidelines as may be issued from time to time. The LGU may provide the necessary assistance to the Project Proponent in securing all the required permits and clearances. The contract shall provide milestones in securing such other approvals required for the implementation of the contract.

Section 12.3 - Grant of Franchise

Subject to the provisions of the Constitution and other existing laws, rules and regulations, once a contract is executed by the Project Proponent and the LGU, a presumption arises that the public interest will be served by the implementation of the project covered thereby, and upon application by the Project Proponent and compliance with applicable laws, rules and regulations, the Regulator shall grant in favor of the Project Proponent a Franchise to operate the facility and collect the tolls, fees, rentals, and other charges stipulated under the contract.

Section 12.4 - Contract Effectivity

The contract shall be effective upon signing thereof by the Head of LGU, unless another date is stipulated therein.

Section 12.5 - Notice to Commence

The LGU, when deemed necessary, shall issue the "Notice to Commence Implementation" of the project to the Project Proponent within a reasonable period to be determined by the LGUs and stated in the contract.

Section 12.6 - Preparation and Approval of Detailed Engineering Design

Where the project involves design, the Project Proponent shall be responsible for the preparation of the detailed engineering designs and plans based on the prescribed key performance indicators and targets and shall submit the same to the LGU pursuant to the timeline stipulated in the contract.

The LGU shall review the detailed engineering designs and plans prepared by the Project Proponent in terms of its compliance with the prescribed standards and specifications, and if found acceptable, shall approve the same for incorporation in the contract. This approval by the LGU notwithstanding, the Project Proponent shall be solely responsible for the integrity of its detailed engineering designs and plans. The approval thereof by the LGU does not diminish this responsibility, nor does it transfer any part of such responsibility to the LGU.

In the case of local projects, the LGU shall ensure that the technical designs, plans, specifications, and related aspects necessary for the project's Construction, operation and maintenance shall be based on relevant local and national policies, standards and guidelines. Moreover, the LGU shall consult with appropriate national regulators regarding national policies, standards, and guidelines in granting the necessary Franchise.

Section 12.7 - Project Construction

The Project Proponent shall build the facility in accordance with the design and performance standards and specifications prescribed in the approved detailed engineering design. For this Construction stage, the Project Proponent may engage the services of foreign and/or Filipino Contractors that comply with the requirements as prescribed under Section 5.4 (a) and (b). In the case of foreign Contractors, Filipino labor shall be employed in the different phases of the Construction works where Filipino skills are available. Preference shall be given to the hiring of Filipino construction workforce. Hiring of labor shall be subject to existing labor laws, rules and regulations.

Section 12.8 - Performance Security for Pre-Construction and Construction Works

To guarantee the faithful performance by the Project Proponent of its obligations after the signing of the contract until the acceptance of the facility under the contract, including the prosecution of the Construction works related to the project, the Project Proponent shall post a performance security in favor of the LGU, within the period and in the form and amount stipulated in the Notice of Award.

The form of performance security shall be in accordance with the PTCs approved by the Approving Body which may be in cash, bank draft or guarantee confirmed by a local bank (in the case of foreign bidders bonded by a foreign bank), letter of credit issued by a reputable bank, surety bond callable on demand issued by the GSIS or by surety or insurance companies duly accredited by the office of the Insurance Commissioner, or a combination thereof. The amount of security to be set by the LGU shall be in accordance with the following schedules:

- Cash, irrevocable letter of credit, bank draft - a minimum of two percent (2%) of the total Project Cost.
- Bank Guarantee - a minimum of five percent (5%) of the total Project Cost.
- Surety Bond - a minimum of ten percent (10%) of the total Project Cost. The performance guarantee shall be valid up to acceptance by the LGU of the facility. Should the performance security fall below the amount as required in the contract, the Project Proponent shall provide for an additional performance security to meet such required amount within fifteen (15) days from the occurrence thereof.

The performance security shall be proportionately increased in the case of government- approved variations causing an increase in the Project Cost. The Project Proponent shall provide for the necessary additional performance security within fifteen (15) days from the approval of the variation.

The LGU shall strictly monitor compliance by the Project Proponent of the requirements for performance security and the sufficiency thereof.

Section 12.9 - Performance Security for Operations

For projects where the Project Proponent or other third parties shall operate the facility, the LGU shall require the Project Proponent to post a performance security for operations, simultaneously with the acceptance of the facility. The performance security for operations will be issued to guarantee the proper operation of the facility in accordance with the operating parameters and specifications under the contract.

The LGU shall determine the amount but the form shall be in accordance with the preceding section. This performance security for operations shall be valid during the entire operations period.

Should the performance security fall below the amount as required in the contract, the Project Proponent shall provide for an additional performance security to meet such required amount within fifteen (15) days from the occurrence thereof.

The performance security shall be proportionately increased in the case of government approved variations causing an increase in the Project Cost. The Project Proponent shall provide for the necessary additional performance security within fifteen (15) days from the approval of the variation.

The LGU shall strictly monitor compliance by the Project Proponent of the requirements for performance security and the sufficiency thereof.

Section 12.10 - Review of Project Construction, Operation and Maintenance

The LGU, PPP Center, COA, and a panel of government offices designated by the Approving Body, if any, may individually or jointly inspect and check, at any time, to determine whether the project is constructed, operated and maintained in accordance with the approved plans, specifications, standards and costs under the contract.

In the event that the LGU, PPP Center, COA, or a panel of government offices designated by the Approving Body, if any, shall find any deviation from or non-compliance with the approved plans, specifications and standards, the LGU shall bring the same to the attention of the Project Proponent for the necessary corrective actions. Failure of the Project Proponent to correct the deviation within the time prescribed by the LGU may be a ground for the rescission/termination of the contract, in accordance with Section 12.21. Such technical supervision by the LGU shall not diminish the singular responsibility of the Project Proponent for the proper Construction, operation, and maintenance of the facility, nor does it transfer any part of that responsibility to the LGU.

Section 12.11 - Contract Variation

A contract variation may be approved by the Head of the LGU, Provided, that:

- There is no impact on the PTCs as approved by the Approving Body; or
- There is no increase in the agreed fees, tolls and charges or a decrease in the LGU's revenue or profit share derived from the project, except as may be allowed under a formula as approved by the relevant Regulator, or the Approving Body, as the case may be; or
- There is no reduction in the scope of works or performance standards, or fundamental change in the contractual arrangement nor extension in the contract term; or
- There is no additional Government Undertaking, or increase in the financial exposure of the Government under the project.

Upon due diligence and recommendation of the Head of LGU, contract variations not covered by above shall undergo approval by the Approving Body in terms of the impacts on government undertakings/exposure, performance standards and service charges.

The Approving Body shall set, as part of the approval of the project, a cap on the allowable variation during the entire contract, which cap shall not exceed ten percent (10%) of the original Project Cost.

In case of contract variation, any extension of the contract term shall not serve as a substitute to compensate

the Project Proponent, in any manner whatsoever, without the written approval of the Approving Body. Further, for variations allowed under this Revised IRR, the performance security shall be proportionately increased in the case of any government- approved variation.

Failure to secure clearance/approval of the Head of LGU or Approving Body, as provided in this section, prior to the implementation of the variation, shall render the contract variation void. No variation shall be implemented before the variation is approved.

The LGU shall report to the Approving Body and the PPP Center on any contract variations including those approved by the Head of LGU.

Section 12.12 - Milestones

The Project Proponent shall execute the project in accordance with pre-determined milestones. Failure by or delay on the part of the Project Proponent to comply with these milestones may result to imposition of liquidated damages, contract rescission, and/or forfeiture of the performance security of the Project Proponent, as the case may be, in accordance with Section 12.14 and/or Section 12.21 hereof.

Section 12.13 - Release of Performance Security

- Performance Security for Construction Works
Upon completion of construction works, the LGU shall issue a "Certificate of Completion." Within a period of no more than one (1) year after its issuance, the LGU shall issue a "Certificate of Acceptance" upon final acceptance that the project had been completed in accordance with the agreed standards and specifications.

The Performance Security for Construction Works shall be released by the LGU after the issuance of the "Certificate of Acceptance" of the Construction works provided that there are no claims filed against the Project Proponent or its Contractor.

As may be agreed upon in the contract, a portion of the Performance security shall be released upon compliance with corresponding milestones.

- Performance Security for Operations

The Performance Security for Operations shall be released by the LGU on the transfer date of the facility, provided that there are no claims filed against the Project Proponent and its Contractor.

Section 12.14 - Liquidated Damages

Where the Project Proponent fails to satisfactorily complete the work on or before completion date, including any extension or grace period duly granted, or meet the operating performance standard as prescribed in the contract, or fail to perform any of its obligations and undertakings as stipulated in the contract, the Project Proponent shall pay the LGU liquidated damages, as specified in the contract as an indemnity and not by way of penalty. The performance security for construction works or for operations, as the case may be, may be applied to answer for any liquidated damages due to the LGU.

During the Construction period, the amount of liquidated damages due for every calendar day of delay beyond the completion date will be determined by the LGU based on the formula in the contract. During the operation period, the amount of liquidated damages, which will be determined by the LGU, shall be based on the principle of fair compensation for damages which the LGU will sustain as a result of the Project Proponent's failure to meet its obligations.

Persistent breach of obligations by the Project Proponent and a limit to the amount of consequent liquidated damages shall be defined in the contract. Should the limit be reached, such shall be considered a Project Proponent event of default pursuant to Section 12.21.a. Persistent breach of obligations by the Project Proponent shall be defined in the contract by using the following parameters:

- an accumulation of a significant number of breaches over a stated period of time; and/or
- an accumulation of payment deductions from the performance security or of payment of liquidated damages above a certain threshold.

The imposition and collection of liquidated damages shall be without prejudice to the right of the LGU to rescind or terminate the contract and proceed with the procedures prescribed under Section 12.21.

Section 12.15 - Repair and Maintenance Costs

The Project Proponent shall, within the contract term and the warranty period prescribed under Section 12.23, undertake the necessary and appropriate repair and maintenance of the project, in accordance with the design and performance standards, and other terms prescribed in the approved contract, in order to ensure that the facility operates at the desired level of service. For this purpose, and where applicable, a portion of the project's revenues equivalent to the cost of the project's repair and maintenance, as indicated in the Project

Proponent's bid proposal shall be set aside and reserved exclusively for repair and maintenance costs of the project. For facility, an escrow account may be established for the purpose.

Section 12.16 - Repayment Schemes**12.16.1 General Classification**

The repayment schemes for the projects shall depend on the contractual arrangement as follows or as may be approved by the Approving Body:

- For projects undertaken through BOT, CAO, DOT, ROT, BOO and ROO arrangements, the Project Proponents may be repaid by authorizing it to collect reasonable tolls, fees, and charges for a fixed term, subject to Section 12.18. In the case of BOT, CAO, DOT, ROT arrangements, such term shall in no case exceed fifty (50) years. However, for ROO arrangements, the Project Proponent, upon renewal of its Franchise or contract with the LGU, may be allowed to continue collecting toll, fees, charges and rentals for the operation of the facility or the provision of the service.
- For projects undertaken through BTO arrangement - the Project Proponent may be repaid by either of the following two options: First Option - the LGU provides Amortization as may be appropriate and reasonable. Tolls, fees, rentals and charges that the Project Proponent may collect while operating the facility on behalf of the LGU may be applied directly to the Amortization. Moreover, the Facility operator may be repaid by the LGU through a management fee as may be incorporated in the management contract entered between the LGU and the Project Proponent; Second Option - the Project Proponent may be allowed to directly collect tolls, fees, rentals and charges for a fixed term.
- For projects undertaken through BT and BLT arrangements - the Project Proponent may be repaid by the LGU through Amortization as may be appropriate and reasonable.
- Where applicable, the Project Proponent may likewise be repaid in the form of a share in the revenue of the project or other non-monetary payments, such as, but not limited to the grant of commercial development rights or the grant of a portion or percentage of the reclaimed land, subject to constitutional requirements. Any extension or expansion of the concession should not serve as a form of non-monetary compensation without a separate approval from the approving body.
- For projects undertaken through arrangements not enumerated under the Act and this Revised IRR but approved/authorized by the NEDA Board, the Project Proponent may be repaid through any schemes as recommended by the ICC and approved/authorized by the NEDA Board.

12.16.2 Tolls/fees/rentals/charges

The proposed tolls/ fees/ charges shall be considered by the LGU in the evaluation of the bid, taking into account the reasonableness thereof to the end-users of the facility.

All projects shall include in its contract a fixed initial/base tolls/fees/rentals/charges, as applicable, and as approved by the appropriate Regulator according to the policies of the relevant Regulator. In the absence of an appropriate Regulator, the fixed initial/base tolls/fees/rentals/charges and the formula/adjustment schedules, as the case may be, shall be approved by the Approving Body.

Adjustments of such tolls/fees/rentals/charges shall be pursuant to Section 12.18.

12.16.3 Remittance of Earnings or Other Amounts Due to a Foreign Project Proponent

The remittance of earnings and other amounts due to a foreign Project Proponent under the contract shall be in accordance with pertinent laws, rules and regulations especially those issued by the BSP.

12.16.4 All contracts shall adhere to the terminologies for payments used in this Section.**Section 12.17 - Revenue Sharing**

The LGU may share in the revenue from the operation of the Project Proponent and can only be in the form of either a set fee or a percentage of the gross revenue or a combination of both, which may be increased during the term of the contract subject to agreed parameters, provided that the same is indicated in the bidding documents and included in the contract.

The payment of the revenue share shall not be dependent on the project ROR.

Section 12.18 - Adjustments of Tolls/Fees/Rentals/Charges

The Regulator for the project shall retain the power to approve or disapprove adjustments to tolls/fees/rentals/charges, and other tariffs based on prevailing economic conditions, other factors consistent with the regulatory framework for the project, and the actual financial performance of the project.

In no case shall the contract contain provisions automatically entitling the Project Proponent to its proposed tolls/fees/rentals/charges to be imposed upon the users of the project. While the tolls/fees/rentals/charges and adjustment may be stipulated in the contract, the Project Proponent shall not be automatically entitled to an increase in the tolls/fees/rentals/charges, unless duly authorized and approved by the Regulator. The LGU shall not be liable for the non-approval by the Regulator of any application of increase or adjustment of the tolls/fees/rentals/charges.

If the LGU fails to implement the adjustment of tolls/fees/rentals/charges approved by the appropriate

Regulator, then the LGU and the Project Proponent shall agree on ways for the Project Proponent to recover such adjusted tolls/fees/rentals/charges, but in no case shall the LGU be liable for any monetary compensation.

Price indices shall be based on the official issuances by the Philippine Statistics Authority (PSA), BSP, Department of Labor and Employment (DOLE) and other sources authorized by the LGU prior to bidding.

Section 12.19 - Audit of Collections

All revenues, share and/or receipts pertaining to or accruing to the LGU derived from any project proposed under the Act and this Revised IRR, including expenditures or uses of funds and property, owned or held in trust by, or pertaining to the Government, shall be subject to examination/audit by the Commission on Audit (COA), including i) ensuring that such revenues, share and/or receipts are fully and properly accounted for and remitted to the LGU, and ii) determining if the mandated return on rate base is complied with, in the case of negotiated contracts and Public Utility Projects which are natural monopolies.

All revenues and receipts pertaining to or accruing to the Project Proponent may be remitted directly to the Project Proponent, as may be stipulated in the contract.

Pursuant to the provisions of the Government Auditing Code of the Philippines, revenues, shares, and/or receipts from projects shall be subject to the COA accounting and auditing rules and regulations and Section 14.7.

Section 12.20 - Accession/Divestiture

Subject to the approval of the Approving Body upon due diligence and recommendation by the Head of LGU, a Project Proponent may divest or accede its ownership and/or rights to a project provided that, the divestiture or accession shall be after the holding or lock-in period which shall be determined by the LGU and indicated in the contract, and provided that, the new Project Proponent has equal or better qualifications as with the previous Project Proponent.

A divestment/accession made in violation of this section shall be a ground for disqualification of the Project Proponent or cancellation of the contract, as the case may be, and forfeiture of the Project Proponent's bid or performance security. The LGU shall inform in writing the PPP Center of the change in ownership for monitoring purposes.

Section 12.21 – Contract Termination or Rescission

Failure to comply with any obligation prescribed in the contract, and such failure is not remediable or if remediable shall remain unremedied for an unreasonable length of time, will result in contract termination or rescission as provided under the following rules:

a. Grounds for Termination or Rescission

All contracts shall define all events that may lead to its termination, including but not limited to:

- i. Government event of default
 - ii. Project Proponent event of default
 - iii. Force majeure and other no-fault termination events
 - iv. Other termination events, as may be agreed upon by the parties.
- For such events that may lead to contract termination, the contract shall provide remedies, curing periods, lender step-in rights, and written notice requirements agreed upon by both parties. The contract shall likewise provide that termination shall take place only upon failure to remedy or cure the default in accordance with the contract.
- For avoidance of doubt, the project shall not be terminated for an event of default without exhausting the corresponding remedy or curing period.
- Persistent breach of obligations by the Project Proponent, as defined in the contract, shall be considered as a Project Proponent event of default.
- In cases of Project Proponent event of default, the government may choose to terminate or rescind the contract.

b. Termination Payment

In cases of termination for failure to remedy an event of default, the amount of termination payment shall be determined by the parties pursuant to the contract.

The determination of the amount of termination payment shall be done in accordance with relevant rules and regulations, including the termination payment guidelines issued by the PPP Governing Board, as well as the following guiding principles:

- i. Debt guarantees shall not be allowed.
- ii. Payment for expected returns of the Project Proponent exceeding the contract term shall not be allowed.
- iii. Payment of profits of commercial business units shall not be allowed.
- iv. In the case of termination from Project Proponent default, the compensation for the usable core assets, if any, shall be up to (a) the amount of outstanding senior debt borrowed to fund such core assets; (b) the appraised value of the assets, or (c) the depreciated book value of the assets, whichever is lower.
- v. In the case of government default, the government shall pay the outstanding senior debt, subject to applicable government-mandated caps, incurred by the Project Proponent and shall allow the latter to realize a reasonable rate of return, to be determined by the Approving Body; provided such return shall not exceed that stated in the contract.
- vi. In the case of termination that is neither the fault of the government nor the Project Proponent, the compensation for the usable core asset shall be (a) the appraised value of the assets at their condition, at the time of termination, or (b) the depreciated value of the assets, whichever is lower.

An independent appraiser shall be required under the contract and chosen by mutual consent of the parties. The cost of hiring the independent appraiser shall be borne by the party at fault, except in cases of termination that is neither the fault of the government nor the Project Proponent, in which case, the cost shall be divided equally.

The amount determined by the independent appraiser shall be binding to both the Project Proponent and the LGU.

The Project Proponent shall be precluded from using non-delivery of the termination payment as a reason for failure or refusal to handover the asset.

c. Temporary or Permanent Takeover by the Government

In cases of emergency or when public interest so requires, as determined by the President, the LGU may, by written notice to the Project Proponent, immediately takeover the Infrastructure or Development Facility or any part thereof.

Under a temporary takeover, except for the collection of tolls/fees/charges by the LGU held in trust for the Project Proponent less the actual operating costs incurred by the LGU, under no circumstance shall the Project Proponent claim compensation for the duration of such temporary takeover. During such takeover, the concession or cooperation period shall be suspended until the facility or operation thereof is returned to the Project Proponent.

In case of permanent takeover, the Project Proponent shall be entitled to claim compensation computed according to the termination payment stated in item (b) of this Section.

If necessary, the LGU shall immediately enact the relevant rules, regulations, or ordinance to facilitate the emergency takeover.

Section 12.22 - Resolution of Disputes between the Contracting Parties

Resolution of disputes between the contracting parties, whether through arbitration or litigation, shall be as mutually agreed upon by the parties to the contract, subject to applicable laws, rules, and regulations.

In default thereof, the venue shall be in the Philippines. Acts and decisions of Regulators shall not be subject to arbitration.

Section 12.23 - Expiring Contracts and Transfer of and Warranty Over the Facility

Under Contractual Arrangements involving transfer of the facility to the LGU, the transfer or turnover will necessarily include the transfer of full legal ownership over the project, all documents, property rights, source codes, equipment, among others, which are related to the project in favor of the LGU, subject to any existing liens as may be agreed upon in the contract. The facility, upon transfer to LGU, shall be operable and in good condition. The performance indicators for the project/facility and frequency of monitoring the indicators shall be stipulated in the contract. A third-party shall be commissioned to assess the residual value of the facility upon transfer or turnover of the facility to the LGU.

a. Transfer Security

To guarantee the faithful performance by the Project Proponent of its obligations during the transfer of the facility, the Project Proponent shall post an asset transfer security in favor of the LGU, in the form, amount, and period stipulated in the contract.

The LGU shall determine the amount but the form shall be in accordance with Section 12.8. The asset transfer security shall be valid until the LGU determines that the facility complies with the transfer requirements as stipulated in the contract and issues an acceptance certificate.

b. Warranty Security

The Project Proponent shall provide warranty that the facility meets the key performance indicators and targets in connection therewith for a period not less than one (1) year from the transfer of the facility. The Project Proponent shall put up a warranty security in the form in accordance with Section 12.8, and the amount of which shall be determined by the LGU and shall be stipulated in the contract. The warranty security shall be made effective immediately upon transfer of full legal ownership over the project in favor of the LGU, as described above.

CHAPTER 13 INVESTMENT INCENTIVES AND GOVERNMENT UNDERTAKINGS

Section 13.1 - Sources of Financing

In the Construction of projects authorized under the Act and this Revised IRR, the Project Proponent may obtain the required financing for the Construction of the project from foreign and/or domestic sources.

Section 13.2 - Investment Incentives

The grant of investment incentives shall be governed by the following rules:

- a. Projects in excess of one billion pesos (PhP1,000,000,000) shall be entitled to incentives as provided for in Section 10 of the Ordinance. This shall be listed in the Strategic Investment Priority Plan (SIPP).
- b. Projects costing one billion pesos (PhP1,000,000,000) or less may, upon registration with the Board of Investments, avail of incentives subject to inclusion of the project activity or sector in the SIPP, which shall undergo an evaluation process to determine the suitability and potential of the industry or the sector in promoting long-term growth and sustainable development, and the national interest.

This is without prejudice to other incentives that may be given under existing laws, rules, and regulations.

Such grant shall be pursuant to existing laws, rules and regulations; provided that, all such incentives are disclosed and included in the financial and economic models submitted to the appropriate Approving Body during the project approval stage.

Section 13.3 - Government Undertakings

Subject to existing laws, policies, rules and regulations, the Government may provide form of support or contribution to solicited projects, such as, but not limited, to the following:

- a. Credit Enhancements - This shall refer to support to an infrastructure or development facility by the Project Proponent and/or the LGU, the provision of which is contingent upon the occurrence of certain events and/or risks, as stipulated in the contract. Credit enhancements are allocated to the party that is best able to manage and assume the consequences of the risk involved. Credit enhancements may include, but are not limited to, government guarantees on the performance, or the obligation of the LGU under its contract with the Project Proponent.
- b. Direct Government Guarantee - This shall refer to an agreement whereby the government or any of its LGUs guarantees to assume responsibility for the repayment of debt directly incurred by the Project Proponent in implementing the project in case of a loan default.
- c. Direct Government Subsidy - This shall refer to an agreement whereby the Government, or any of its LGUs will:
 - i. defray, pay for or shoulder a portion of the Project Cost;
 - ii. bear a portion of capital expenses associated with the establishment of an Infrastructure or Development Facility and/or any partial financing of the project, or components thereof;
 - iii. defray, pay for or shoulder a portion of the expenses and costs in operating or maintaining the project;
 - iv. contribute any property or assets to the project such as, the provision of access infrastructure, right-of-way, transfer of ownership over, or usufruct, or possession of land, building or any other real or personal property for direct use in the project;
 - v. in the case of LGUs, waive or grant special rates on real property taxes on the project during the term of the Contractual Arrangement; or
 - vi. waive charges or fees relative to business permits or licenses that are to be obtained for the Construction of the project. All without receiving appropriate compensation from the Project Proponent and/or Facility Operator. All direct government subsidy shall not exceed fifty (50%) of the total Project Cost. In the case of O&M projects with zero Project Costs, it shall not exceed fifty (50%) of the total O&M cost as defined in Section 1.3.

The above undertakings may be financed from direct government appropriations and/or from official development assistance (ODA) of foreign government or institutions. In the case of solicited projects, sunk costs, which are costs incurred prior to the preparation of the feasibility study, shall not be included in the computation of the direct government subsidy and the total Project Cost. In case of contribution of assets or property, the value of the direct government subsidy shall be determined by a government financial institution before the project is submitted to the Approving Body.

In case of contribution of assets or property, compensation shall be considered as appropriate if the value of the compensation is at least equal to the value of the contribution or undertaking as determined by a government financial institution. Payment of the compensation shall be made not later than the start of operations. Non-payment of compensation on the said date shall incur interest on the compensation.

The interest rate to be applied shall be the rate stated in the contract, taking into consideration relevant rules and regulations on interest. In case the parties fail to agree on the applicable interest rate, or in default thereof, the prevailing risk-free rate shall apply.

Subject to Section 12.21, in cases of unsolicited proposals, except in the case of build- and transfer and build-lease-and transfer arrangements, government payments is a direct government subsidy and shall be prohibited.

- d. Direct Government Equity - This shall refer to the subscription by the Government or any of its agencies or LGUs of shares of stock or other securities convertible to shares of stock of the project company, whether such subscription will be paid by the money or assets.
- e. Performance Undertaking - This shall refer to an undertaking of a department, bureau, office, commission, authority, agency, GOCC, or LGU in assuming responsibility for the performance of the LGU's obligations under the contractual arrangement including the payment of monetary obligations, in case of default. These undertakings may be subject to payment of risk premium to the Government or LGU, or any other authorized agency.
- f. Legal Assistance - This shall refer to the extension of representation by government lawyers to a Project Proponent but only in cases, hearings, or inquiries where the LGU and Project Proponent are party-defendants/respondents therein including the adoption by such government lawyers of positions and strategies consistent with upholding the validity of the approved contractual arrangement.
- g. Security Assistance - This shall refer to the deployment of government security forces, either from the Philippine National Police (PNP) or the Armed Forces of the Philippines (AFP) in the vicinity of the project site to provide security during the implementation of the project up to completion. The LGU may offer any one or more Government Undertakings relative to a project, which shall be pre-cleared in principle, in writing, by the department, bureau, office, commission, authority, agency, GOCC, or LGU or any other government entity that will grant the same as mandated by law; provided that the total government undertakings shall not exceed fifty percent (50%) of the total project cost or the debt of the Project Proponent incurred for the project, whichever is lower.

The government undertakings shall be based on the approved risk allocation matrix which shall be issued by the Approving Body.

CHAPTER 14 COORDINATION AND MONITORING OF PROJECTS

Section 14.1 - The PPP Center

The PPP Center shall be responsible for the coordination and monitoring of projects implemented under Contractual Arrangements or schemes authorized under the Act and this Revised IRR. Project monitoring will be undertaken to ensure that the project complies with this Revised IRR, including the Project Proponent's required environmental clearances from the DENR. For this purpose, the LGU shall periodically submit to the PPP Center information on the status of projects they are implementing. The PPP Center shall prescribe the frequency of submissions, format, and contents, among others, based on the requirements of oversight agencies and other stakeholders.

In addition, the LGUs shall submit to the PPP Center a copy of all Solicited and Unsolicited executed/ signed contracts and all other documents to be required by the PPP Center. The LGU shall also submit to the PPP Center all Unsolicited Proposals that they receive and all other documents required for complete submission.

The PPP Center is also hereby mandated to guide the LGU in the preparation and development of the project.

At the end of every calendar year, the PPP Center shall report to the ICC, President, and the Congress on the progress of all projects implemented under the Act and this Revised IRR.

Section 14.2 – Timelines

All timelines shall be contained in a flow chart herein attached as Annex A. The PPP Center shall monitor the compliance of the LGUs with the timelines.

Section 14.3 - LGUs

The LGU shall certify that they are capable of undertaking their respective obligations in the contract and impose mitigating measures to minimize the risks involved in the project. The Head of the LGU shall be responsible for ensuring that the LGU does not breach its obligations under the contract. The Head of LGU may assign responsibility and provide a budget to an appropriate unit to identify, plan, and monitor the fulfillment of contractual obligations by due date in each contract. Furthermore, the unit so formed shall report the status of fulfillment of obligations on a regular basis to the Head of the LGU.

The formed unit may include as members, among others, technical and legal personnel who are knowledgeable on the technical and legal aspects, respectively, of the projects that may be implemented pursuant to this ordinance.

Section 14.4 - Informing Congress

A report regarding the salient features or a copy of each contract, involving a project entered into under the provisions of this Revised IRR, shall be submitted to Congress by the PPP Center, copy the ICC, for

its information.

Section 14.5 - The Independent Consultant (IC)

An independent consultant (i.e., a non-aligned or neutral third party/parties), either individuals, partnerships or corporations, shall be procured by the LGU to provide independent advice to the LGU and Project Proponent or its Contractor for the design and Construction of the facility, including the monitoring of the performance of the contracting parties. The procurement of the IC shall commence within thirty (30) working days from the signing of the contract and shall be done in accordance with Republic Act No. 9184, or the Government Procurement Reform Act.

The prospective IC shall submit a complete disclosure statement specifying all past, present, and anticipated or planned future relationships of the prospective independent consultant to the project and with every person who has or is likely to have a connection with it, confirming that there is or is not likely to be any conflict of interest. The IC shall provide a copy of such disclosure statement to the Project Proponent and the LGU.

Upon selection of the IC, the LGU shall notify the Project Proponent of its proposed award of the IC contract with scope of duties as agreed upon, and the Project Proponent shall send a written acknowledgment thereof to the LGU.

All costs of the IC services shall be shared in half (50:50) between the LGU and the Project Proponent. Such costs to be shared by the LGU shall not be considered as a direct government subsidy.

The parties shall provide all the assistance necessary to enable the IC to carry out its functions and duties under the contract. The parties shall not deceive, intimidate, influence, or otherwise exert undue pressure, upon the IC, or commit similar acts that would adversely impact the integrity and the independence of the IC.

The terms and conditions provided in the IC contract shall be consistent with the project contract. In addition to the responsibilities of the IC set forth in the IC contract, the IC shall provide the LGU, Project Proponent, COA, a panel of government offices designated by the Approving Body, if any, and the PPP Center with copies of all documents procured by the IC during its period of appointment.

The terms of reference for the procurement of the IC shall include, but shall not be limited to, the scope of reports and the frequency of their submissions to the LGU, and the process for their evaluation. The LGU shall allow the Project Proponent to comment on the terms of reference prior to approval within fourteen (14) calendar days from receipt thereof.

The IC report shall, at the minimum, contain the following: project progress plan and schedule, project status in terms of accomplishments and backlogs, project issues and concerns, materials report, IC activities, and other documents as may be required.

Section 14.6 - Disclosure and Consent on Loan Agreement

Prior to signing a loan agreement to finance a project, the Project Proponent shall obtain the consent of the LGU on the following stipulations in the loan agreement:

- a. Proposed conditions precedent and the events of default that will be included therein;
- b. Any proposed termination, amendment, waiver of rights or any action regarding the loan agreement that may reasonably be expected to have a materially adverse effect on the ability of the Project Proponent to perform its obligations under the contract or the loan agreement;
- c. Any proposed cure agreed with the lender/creditor/bank that may increase the LGU's liabilities or impede the operations of the project; and
- d. Any agreement to refinance the loan entered into for the project.

The LGU may seek the assistance of the DOF in evaluating the abovementioned conditions in the loan agreement.

If any of the foregoing stipulation will result to an increase in Government Undertakings or a change in the approved risk allocation, the LGU shall obtain the consent or clearance of the Approving Body prior to giving its consent to the Project Proponent.

In the event the Project Proponent enters into a loan agreement without obtaining the necessary consent required above, such will be considered a Project Proponent event of default, and the Project Proponent shall be prohibited from holding the LGU liable for any obligations arising from the loan agreement.

Under no circumstance shall the LGU withhold its consent on the above enumerated conditions, unless such conditions are grossly disadvantageous to the government.

During the implementation of the loan agreement, the Project Proponent shall periodically report and submit to the PPP Center and the LGU the necessary documents on the following:

- a. status of the fulfillment of its obligations under the loan agreement; and
- b. status of an agreed cure for a default committed by the Project Proponent under the loan agreement.

The PPP Center shall determine the frequency of submission of such reports by the LGU.

Section 14.7 – Accounting and Auditing of Projects

To further promote accountability, after a project has been awarded under the Act and this Revised IRR, the Commission on Audit (COA) shall have audit jurisdiction over compliance with the contract, and the requirements and processes set forth under the Act and this Revised IRR. The COA, in the exercise of its audit and examination functions, shall also have visitatorial power over non-government entities such as the Project Proponent pursuant to the Government Auditing Code of the Philippines and the 2009 Revised Rules of Procedure of the COA and any amendments thereto for the purpose of ensuring that revenues, share and/or receipts pertaining to or accruing to the LGU derived from any project proposed under the Act are fully and properly accounted for and remitted to the LGU.

To this end, the COA, in consultation and coordination with the PPP Center, shall promulgate accounting guidelines that will set the rules and guidelines in the booking and accounting of projects, and auditing guidelines that will guide the COA auditors who shall be assigned to audit projects.

The COA shall have the authority to access all project-related documents, including the documents referred to in Chapters 4 to 12. The LGU and the Project Proponent shall cooperate with the COA and provide the latter the necessary documents to conduct the audit of the project.

Section 14.8 – Conflict of Interest

All relevant parties shall, at all times, avoid conflicts of interest, as defined in Republic Act No. 6713 or the Code of Conduct and Ethical Standards for Public Officials and Employees. To ensure avoidance of conflict of interest, regulatory agencies or bodies implementing a project shall prepare a conflict mitigation plan.

In case a conflict of interest arises, the parties shall inhibit themselves from the performance of their duties in connection to the project. In the case of a PBAC member with a conflict of interest, the member shall resign from their position as PBAC member within thirty (30) days from the time such conflict arises.

Section 14.9 - Disclosure of Contracts

Copies of all contracts executed under the BOT Law shall be considered as public documents. The LGU shall submit a copy of the contracts, including their schedules and annexes, to the PPP Center. The LGU and the PPP Center shall publicly make available copies of the contracts, together with their schedule and annexes, through their respective websites.

**CHAPTER 15
GOVERNMENT LIABILITIES IN CONTRACTS**

Section 15.1 – Firm and Contingent Liabilities

Government liabilities in contracts consist of firm liabilities and contingent liabilities. For purposes of this Revised IRR, firm liabilities are foreseeable and definite liabilities, as described in the provisions of a contract. These include, but are not limited to, milestone payments, amortization payments, availability payments, viability gap funding, variation payments, and payment for settlement of undisputed claims. Contingent liabilities are liabilities that may be incurred from events specified in a contract, the occurrence, timing, or amount of which are uncertain. These include, but are not limited to MAGA, force majeure, breach of government warranties, and failure to deliver contractual obligations.

Section 15.2 – Rules for Government Firm Liabilities in Contracts

- a. Projects that would result in a government firm liability shall meet the following additional criteria for approval:
 - i. The project passes the criteria for technical viability, economic feasibility, social acceptability, and climate change resiliency set by the Approving Body.
 - ii. The project offers value for money and that the proposed firm liabilities are supported by a financial model showing that the project is not financially viable unless the firm payments are included.
 - iii. The fiscal impact of the firm liabilities is sustainable based on the assessment of the DOF.
 - iv. The Agency proposing a project under the Act and this Revised IRR must commit to bidding the project competitively and with the goal to keep firm payments to a minimum.
 - v. Payments are in local currency.
 - vi. Payments are conditional, subject to the Project Proponent achieving availability targets or other applicable performance targets.
- b. The amounts to be paid and schedule of payments shall be reflected in the approved financial model.
- c. The PTCs related to firm liabilities, which must be approved by the Approving Body, shall consist of:
 - i. the amounts to be paid; and

- ii. the schedule of payments.
- d. The LGU shall ensure that sources of funds necessary for the payment of firm liabilities are identified and secured pursuant to existing laws, rules, and regulations.

Section 15.3 - Rules on Contingent Liabilities

- a. Contingent liabilities shall be set only for risks that the national or local government, whichever is applicable, is best able to control.
- b. Pursuant to Section 2.8, the LGU shall submit a risk mitigation plan for approval by the Approving Body in accordance with Section 2.10. Such plan shall include a list of all risks assumed by the government under the contract, risks assumed by the LGU, risk mitigating measures, estimated costs to be incurred, target dates to have each measure in place, and the appropriate action plan by the LGU to manage each type of risk.
- c. The Approving Body shall validate that the proposed risk allocation is consistent with the GPRAM approved by the ICC and published by the PPP Center. Deviations could be proposed but must have the approval of the Approving Body pursuant to Section 2.10.
- d. Both the draft and the final contract shall be consistent with the approved PTCs related to contingent liabilities, in accordance with Section 2.8.
- e. All contingent liabilities to be assumed by the government shall be transparent in terms of specific risk events that would trigger such liabilities; the probability or likelihood that such risks will occur; the manner of compensation for the economic impact on the Project Proponent, if compensation is financial; the method or principle of calculation of financial compensation; the materiality threshold; and the cap on compensation.
- f. For force majeure risks, contingent liabilities above the insurance proceeds shall be shared equally between parties to the contract.
- g. The PTCs related to contingent liabilities, which must be approved by the Approving Body pursuant to **Section 2.10, shall consist of:**
 - i. A condition to negotiate a remedy or cure for a risk event
 - ii. A term for curing period
 - iii. The parameters for compensation for damages or losses, including caps on compensation from the national or local government, as may be applicable
 - iv. A condition to include step-in rights
 - v. Parameters for payments if terminated
- h. The LGU shall conduct monitoring of contingent liabilities in accordance with Section 15.7.

Section 15.4 - Accounting for Liabilities

The identification and reporting of firm and contingent liabilities in contracts shall be based on the applicable accounting rules and regulations whether adopted or to be issued by the COA pursuant to Section 14.7.

Section 15.5 - Executing Plans for Delivery of Obligations and Risk Mitigation

The Heads of LGUs with Infrastructure or Development Projects shall ensure execution of all plans to deliver obligations on their due dates and report to the PPP Center, COA, and the panel of government offices designated by the Approving Body, if any, the status of execution including any issues being faced and their proposed actions to address the same. They shall also keep up-to-date all risk mitigation plans and ensure the timely execution of such plans and report to the PPP Center the status of execution including any issues being faced. The Project Proponent shall cooperate and provide the abovementioned agencies all necessary documents within a reasonable time for the said agencies to comply with their obligation under this provision.

Section 15.6 – Role of DBCC and TWG-CL in Managing Contingent Liabilities

- a. The Technical Working Group for Contingent Liabilities (TWG-CL) that was formed under Development Budget Coordination Committee (DBCC) Resolution No. 2015-2 shall continue to recommend the amount to be appropriated for the Risk Management Program (RMP) to be included in every national expenditure program based on its analysis of the potential fiscal burden of CLs.
- b. The use of the RMP by national government agencies for obligations covered in the contract, or GOCCs for obligations in the contract that are guaranteed by a performance undertaking or a similar instrument issued by the national government, is subject to the rules set by the DBCC, which shall include the procedure for payment of contingent liabilities that have materialized.

Section 15.7 - Monitoring and Reporting Liabilities

The PPP Center shall establish a system, consisting of processes, procedures, and forms, to be used by the LGU for monitoring and reporting firm and contingent liabilities in contracts. The system shall be consistent with the applicable accounting rules and regulations to be issued by COA under Section 15.4.

The LGU shall submit to the PPP Center information on the firm and contingent liabilities in their contracts following the monitoring and reporting processes, procedures, and forms established by the PPP Center. The Project Proponent shall cooperate and provide the LGU all necessary documents within a reasonable time for the latter to comply with their obligation under this provision.

**CHAPTER 16
FINAL PROVISIONS**

Section 16.1- Appropriations

To carry out the provisions of this code, the amount of One Hundred Fifty Thousand Pesos (PhP150,000.00) shall be appropriated. Thereafter, such sums as may be necessary for the continuous implementation of this Code shall be included in the Annual Budget of the Municipality.

Section 16.2- Alternative Dispute Resolution

All PPP contracts of the municipality shall include a provision on the use of Alternative Dispute Resolution (ADR) mechanism in resolving disputes arising from the PPP contract. All controversies in connection with PPP undertakings and projects of the Municipality shall likewise be addressed using ADR.

Section 16.3 - Implementing Rules

While this code and the provisions hereof are already operative upon the Code's effectivity, the Municipal Mayor may issue the appropriate and relevant rules and regulations for the proper implementation of the Code or its provisions, including the issuance of relevant mechanisms to insure competition, manuals, guidelines, sample contracts and bid documents, PPP index and comparators and performance scorecards.

Section 16.4 - Application of other PPP Laws and Regulations

Whenever relevant and appropriate as determine by the Municipal Mayor and in the absence of a specific provision to the contrary, upon recommendation of the PPP-SC and PPP-RA as the case may be, the BOT Law, the GPRRA, Executive Order No. 301 (26 July 1987), COA Circular No. 89-296 (January 27, 1989), and their applicable rules and regulations, and the JV Guidelines adopted by the NEDA, either the 2008 or 2013 versions, shall apply in a suppletory manner.

Section 16.5 - Separability Clause

If for any reason, any section or provision of this Code or any part thereof, or the application of such section, provision or portion is declared invalid or unconstitutional, the remainder thereof shall not be affected by such declaration.

Section 16.6 - Repealing Clause

- 1. All ordinances and resolution or parts thereof inconsistent with the provisions of this Code are hereby repealed or modified accordingly.
- 2. This Ordinance takes precedence and thus hereby modifies the relevant procedures and approval processes outline in the order of ordinance of the Municipality relating to the implementation of LGU PPP projects or the modalities provided herein.

Section 16.7 – Effectivity Clause

This Ordinance shall take effect fifteen (15) days after its publication in a newspaper of local circulation and posting in at least two (2) conspicuous places within the Municipality.

UNANIMOUSLY APPROVED.

RESOLVED FURTHER, to forward copy of this Ordinance to **Honorable Marina Luz Sanchez-Gorricona**, Municipal Mayor for approval and the **Office of the Sangguniang Panlalawigan**, Province of Iloilo for review;

RESOLVED FURTHERMORE, to furnish copies of this municipal ordinance to **Legal Officer**, Office of the Mayor, **EnP. Nicanor L. Escalera**, Municipal Planning and Development Coordinator, **Mr. Agosto S. Setias**, Municipal Accountant, **Mr. Alfonso s. Tomo**, MEEDO Designate and **Mrs. Ruby L. Paranga**, M.L.G.O.O., all of the Municipality of San Miguel, Province of Iloilo for their *information and guidance*.

I hereby certify to the correctness of the foregoing Municipal Ordinance.

(SGD.) MARIA S. SEALZA
Secretary to the Sangguniang Bayan

ATTESTED:

(SGD.) BONIFACIO S. SALAPANTAN, JR.
Municipal Vice Mayor / Presiding Officer

APPROVED:

(SGD.) MARINA LUZ S. GORRICETA
Municipal Mayor

NOTICE OF AUCTION SALE ON REMATADOS OF M. LHUILLIER PAWNSHOPS

Iloilo and Guimaras Branches at

Agencia Ilonga, Iznart, Lapaz 1&2, Bo. Obrero, Pavia, Sta. Barbara, Arroyo, Cabatuan, New Lucena, Ayaman, Maasin, JM Basa, Rotunda, Guimaras, Calingao, San Lorenzo, Jordan Pier, Jordan, Sibunag, Nueva Valencia, Cabalagnan, Guanco, Rizal, De Leon, San Agustin, Ledesma-Valeria, SM City, Mandurriao 1&2, Jibao-an, San Miguel, Leon, Alimodian, Molo, Avanceña, Villa, Mohon, Oton, Tigbauan, Guimbal, Tubungan, Igbaras, Miag-ao, San Joaquin, Jaro 1, Jaro 2 (Plaza) Jaro 3 (Mission), Jaro 4 (CPU), Jaro 5 (Quintin Salas), Jaro 6 (Desamparados), Tagbak, Ungka, Leganes, Zarraga, Jalaud, Guzman, Bolong Oeste, Burgos Lapaz, San Miguel Jordan.

Commencing **January 15, 16 and 17, 2024 at 9:00 A.M. to 12:00 Noon** those above mentioned pawnshops will sell on Public Auction Sale on all overdue pledges left in the same up to **JULY 31, 2023**. Patrons are enjoined to verify their receipts.

MANAGEMENT

Sa Enero 15, 16 asta 17, 2024 alas 9:00 asta 12:00 sa ugto ang takna nga iga subasta sa publiko ang tanan nga na remati sa nahinambitan nga opisina sa ibabaw. Ang tanan nga butang nga gin prenda nga wala magawad asta sa **HULYO 31, 2023, madala sa subasta. Gina panawagan ang tanan nga suki nga pagatan-awon ang ila tagsa ka resibo.**

TAGADUMALAHAN

PBBM signs P5.768 national budget, honors taxpayers

President Ferdinand Marcos Jr. on Wednesday, December 20, signed the P5.768 trillion national budget for fiscal year 2024, urging all government agencies to efficiently use the financial resources in projects and programs that best promote the country's socioeconomic development.

During the ceremonial signing of the 2024 National Expenditure Program (NEP) in Malacañang, the president underscored the need to continuously implement anti-red tape reforms to ensure bureaucratic efficiency in the public sector.

"With this reminder comes the most important budget commandment that we must all receive. We are working for the people, not for ourselves. We are working for the country not for ourselves," said President

Marcos Jr., honoring the country's valued taxpayers by expressing the commitment of the administration to good fiscal stewardship.

"Although it is teeming with numbers, this budget is more than a spreadsheet of amounts or a ledger of projects. Rather, it details our battle plan in fighting poverty and combating illiteracy, in producing food and ending hunger and protecting our homes and securing our border, treating the sick, keeping our people healthy, creating jobs, and funding livelihoods," the president further noted.

Department of Budget Secretary (DBM) Ameh Pangandaman, during the signing ceremony said, the enactment of the national budget anchors the achievement of a future-proof and sustainable economy for every Filipino.

"We strongly believe that the 2024 General Appropriations Act will facilitate the fulfillment of the administration's 2022-2028 Medium-Term Fiscal Framework (MTFF) and the 8-Point Socioeconomic Agenda, where no Filipino will be left behind," said Pangandaman.

The 2024 General Appropriations Act (GAA) sets out important budget provisions towards the realization of the Philippine Development Plan (PDP) for 2023 to 2028.

Among the transformative goals of the PDP include the generation of more quality jobs for Filipinos, creation of a resilient health system, as well as the delivery of inclusive education, responsive climate action, food security, social protection, and infrastructure development.



BOMB JOKE. Airport authorities conduct paneling of passengers and their baggage following a bomb joke by a passenger on board Cebu Pacific Flight 5J 460 bound for Manila at the Iloilo International Airport Thursday (Dec. 21, 2023). Police said charges are being readied against the 25-year-old passenger. (Photo courtesy of JeckConlu)

Bomb joke sends IT expert to jail

ILOILO CITY – An information technology expert from Sto. Tomas, Batangas, is facing charges over a joke that caused the delay of the Cebu Pacific Flight 5J 460 bound for Manila from the Iloilo International Airport in Cabatuan on Thursday night.

Police Maj. Ricky Waniwan, Iloilo International Airport Police Station chief, said they will charge the suspect, only identified as Andrew, 25, with violation of Presidential Decree 1727 or the Anti-Bomb Joke Law.

Police said the suspect, while on board the plane together with 172 other passengers, was talking to his companion and said: "Na dala naman yung bomba (The bomb was brought)."

The suspect claimed that he was referring to the vacuum-sealed dried fish that emits a smell he likened to a "bomb" when opened.

However, he repeated

the statement when asked by the flight crew who overheard the conversation and alerted police and other plane personnel, police said.

The pilot ordered all passengers to deplane, while police conducted paneling with their AVSEU (Aviation Security Unit) 6 and K-9.

The passengers later re-boarded after the paneling result showed no problem. The plane departed at 11:24 p.m., after an almost two-hour delay.

The suspect, now detained at the Cabatuan

Municipal Police Station, apologized and maintained that it was only a joke.

He arrived in Iloilo on Monday for IT-related work and was supposed to fly out for Manila on Thursday night.

"We reminded him that it is really prohibited. It is a lesson learned," Waniwan said.

Iloilo International Airport Manager Manuela Luisa Palma, in a separate interview, said they will press charges, noting that there are posters at the airport reminding passengers of the law. (PNA)





Negros Occidental power rates decrease in December

BACOLOD CITY – Residential power rates in Negros Occidental decreased in December due to a lower price in the Wholesale Electricity Spot Market (WESM), the venue for trading electricity as a commodity in the country.

The Northern Negros Electric Cooperative (Noneco) reported on Friday a reduction of PHP1.3139 per kilowatt hour (kWh) to only PHP11.8995 per kWh in December from PHP13.2134 kWh in November.

“This is due to the decrease in the market price of WESM of PHP1.8037 per kWh,” the management said.

Noneco, which covers the cities of Victorias, Cadiz, Sagay, Escalante, and San Carlos, and the municipalities of E.B. Magalona, Manapla, Toboso, and Calatrava, also purchases power supply

from Green Core Geothermal Inc. (GCGI), Palm Concepcion Power Corp. (PCPC), and Panay Energy Development Corp. (PEDC).

Meanwhile, the Central Negros Electric Cooperative (Ceneco) announced a downward adjustment of P0.9754 per kWh in December, with the current month’s rate of PHP10.7694 per kWh, from PHP11.7448 kWh in November.

The rate reduction came from the decrease in total generation charges by 10.82 percent from the previous month after a drop in the WESM price of PHP1.5577 per kWh.

Ceneco, which also has power supply agreements with GCGI, PCPC, and Central Negros Power Reliability Inc., serves consumers in the cities of Bago, Talisay, Silay, and the municipalities of Murcia and Bago. (*PNA*)

DEED OF ADJUDICATION

Notice is hereby given that the estate of the late spouses **EDWIN TUMBIT TUVIDA and EVANGELINE TORRATO TUVIDA** consisting of the following parcels of land and improvements all situated in **Tigbauan, Iloilo**, as follows:

- 1) **Lot No. 1169-B** situated in Poblacion Brgy. 2 under **TCT No. T-120-344, Tax Dec. No. 40-0002-00213** with an area of **223 Sq. Meters**;
- 2) **Lot No. 1169-B** situated in Poblacion Brgy. 2 with **Residential Building** under **Tax Dec. No. 40-0002-00214**,
- 3) **Lot No. 229** situated in Poblacion Brgy. 2 under **TCT No. T-94716, Tax Dec. No. 40-0002-00263** with an area of **171 Sq. Meters**;
- 4) **Lot No. 229** situated in Poblacion Brgy. 2 with **Residential Building** under **Tax Dec. No. 40-0002-00264**;
- 5) **Lot No. 1125** situated in Poblacion Brgy. 3 under **TCT No. T-116,460, Tax Dec. No. 40-0003-00176** with an area of **2,908 Sq. Meters**;
- 6) **Lot No. 5169** Situated in Brgy. Bagumbayan under **TCT No. F-40119, Tax Dec. No. 40-0014-00087** with an area of **4,431 Sq. Meters**;
- 7) **Lot No. 5305-C** situated in Brgy. Bagumbayan under **TCT No. T-17948, Tax Dec. No. 40-0017-00762** with an area of **1,000 Sq. Meters**;
- 8) **Lot No. 5305-B** situated in Brgy. Bagumbayan under **TCT No. T-17947, Tax Dec. No. 40-0014-00763** with an area of **1,000 Sq. Meters**;
- 9) **Lot No. 5305-A-2** situated in Brgy. Bagumbayan under **TCT No. T-17946, Tax Dec. No. 40-0014-00764** with an area of **500 Sq. Meters**;
- 10) **Lot No. 5305-A-1** situated in Brgy. Bagumbayan under **TCT No. T-17946, Tax Dec. No. 40-0014-00766** with an area of **677 Sq. Meters**;
- 11) **Lot No. 5303** situated in Brgy. Bagumbayan under **TCT No. T-15222, Tax Dec. No. 40-0014-00771** with an area of **832 Sq. Meters**;
- 12) **Lot No. 5301** situated in Brgy. Bagumbayan under **TCT No. T-15221, Tax Dec. No. 40-0014-00772** with an area of **7,667 Sq. Meters**;
- 13) **Lot No. 5305-D** situated in Brgy. Bagumbayan under **TCT No. T-17949, Tax Dec. No. 40-0014-00773** with an area of **1,000 Sq. Meters**;
- 14) **Lot No. 5305-G** situated in Brgy. Bagumbayan under **TCT No. T-17952, Tax Dec. NO. 40-0014-00774** with an area of **2,449 Sq. Meters**;
- 15) **Lot No. 5305-E** situated in Brgy. Bagumbayan under **TCT No. T-17950, Tax Dec. No. 40-0014-00775** with an area of **1,000 Sq. Meters**;
- 16) **Lot No. 5305-F** situated in Brgy. Bagumbayan under **TCT No. T-17-951, Tax Dec No. 40-0014-00776** with an area of **1,000 Sq. Meters**;
- 17) **Lot No. 5277-C-1** situated in Brgy. Bagumbayan under **TCT No. 090-2020009867, Tax Dec. No. 40-0014-01354** with an area of **11,046 Sq. Meters**;
- 18) **Lot No. 5277-C-1** situated in Brgy. Bagumbayan, with **Residential Building** under **Tax Dec. No. 40-0014-01355**;
- 19) **Lot No. 5277-C-1** situated in Brgy. Bagumbayan, with **Residential Building**, under **Tax Dec. No. 40-0014-01356**;
- 20) **Lot No. 6029** situated in Brgy. Bitas under **Tax Dec. No. 40-0022-00614** with an area of **5,876 Sq. meters**;
- 21) **Lot No. 5043** situated in Brgy. Bitas under **TCT No. F-39444, Tax Dec. No. 40-0022-00566** with an area of **3,855 Sq. Meters**;
- 22) **Lot No. 11627** situated in Brgy. Guisian under **Tax Dec. No. 40-0033-00083** with an area of **53,200 Sq. Meters**; and
- 23) **Lot No. 1308** situated in Brgy. Napnapan Sur under **TCT No. F-31002, Tax Dec. No. 40-0043-00941** with an area of **7,850 Sq. Meters**,

Are adjudicated to heirs **EMERALD TORRATO TUVIDA and EDWARD JOVY TORRATO TUVIDA** (as represented by **Ellen Joy Tuvida Grecia**) and **ELLEN JOY TUVIDA GRECIA**, as entered in the notarial registry of **Atty. John Raymond A. Leonor** per Doc. No. 316, Page No. 65, Book No. III, Series of 2022.

M L HUILIER
Tulay ng PaMLyang Pilipino
A Financial Services Company
PANAY CENTRAL REGION

M L HUILIER PAWNSHOPS AND JEWELRY NOTICE OF AUCTION SALE

CAPIZ AREA

- | | |
|---|--|
| 1. Roxas Avenue, Roxas City
Tel. No. : (036) 522-2375; 6219-037 | 11. Roxas Street, Poblacion, Jamindan, Capiz
Tel. No.: (036) 651-8186 |
| 2. Salgado Bldg., Legaspi St.,
Roxas City
Tel. No.: (036) 6219-243 | 12. Taft St., Poblacion, Dumalag, Capiz
Tel. No.: (036) 658-0263 |
| 3. Dale Bernas Bldg., Burgos St.,
Brgy Inzo Arnaldo Village,
Roxas City
Tel. No.: (036) 522-2355; 621-4563 | 13. San Geronimo St., Poblacion, Tapaz, Capiz
Tel. No.: 09479991813 |
| 4. Brgy VIII, San Roque Extension,
Roxas City
Tel. No.: (036) 522-8300; 6219-242 | 14. Poblacion Sur., Ivisan, Capiz
Tel. No.: (036) 6202-237 |
| 5. LG40 Gaisano Roxas,
Arnaldo blvd., Roxas City
Tel. No.: (036) 6217-353 | 15. Poblacion Tabuc, Mambusao, Capiz
Tel. No.: (036) 647-0419 |
| 6. Poblacion Ilaya, Panay, Capiz
Tel. No.: (036) 6217-626 | 16. Pob. Tacas, Cuartero, Capiz
Tel. No.: (036) 658-0327 |
| 7. Poblacion Ilawod, Panitan, Capiz
Tel. No.: (036) 6340-836 | 17. Poblacion Ilaya, Dumarao, Capiz
Tel. No.: (036) 651-0795 |
| 8. Isagani St., Pontevedra, Capiz
Tel. No.: (036) 621-7697 | 18. Masagana Street Poblacion, Sapian, Capiz
Tel. No.: (036) 651-5142 |
| 9. Poblacion Swa, Pres. Roxas, Capiz
Tel. No.: (036) 658-0180 | 19. Dao Public Market Brgy. Balucuan Dao, Capiz
Tel. No.: 09479999763 |
| 10. Poblacion Norte, Sigma, Capiz
Tel. No.: 09479991027 | 20. Poblacion Tabuc, Maayon, Capiz
Tel. No.: 09479999253 |
| | 21. Ground level Unit 1015 SM City Roxas,
Arnaldo Blvd., Brgy. Baybay, Roxas City
Tel. No. 09479999493 |

ILOILO AREA

- | | |
|--|--|
| 1. Roxas St., Pob. Centro, Calinog, Iloilo
Tel. No.: (033) 330-0639 | 18. E. Reyes Avenue Pob Zone II,
Estancia, Iloilo
Tel. No.: 09479990719 |
| 2. Magsaysay St. Poblacion Centro,
Calinog, Iloilo
Tel. No.: (033) 330-0478 | 19. Recto St., Pob. Ilaud, Barotac Nuevo, Iloilo
Tel. No.: (033) 528-8113 |
| 3. Calle Canal Brgy. Capuling, Duenas, Iloilo
Tel. No.: 09479992029 | 20. C. Castor St. Sara, Iloilo
Tel. No.: (033) 392-0165 |
| 4. Aquino Nobleza St. Janiuay, Iloilo
Tel. No.: (033) 531-9960; 531-7015 | 21. R.Y Ladrado St., Pototan, Iloilo
Tel. No.: (033) 529-9373 |
| 5. Ladrado Street Poblacion Ilaya,
Lambunao, Iloilo
Tel. No.: (033) 533-8104 | 22. Sorianosos St. Poblacion, Dingle, Iloilo
Tel. No.: (033) 323-0200 |
| 6. Pob. Ilawod, Lambunao, Iloilo
Tel. No.: (033) 533-7200 | 23. Brgy. Cabalaguan, Mina, Iloilo
Tel. No.: (033) 530-9847 |
| 7. Dorillo St., Passi City, Iloilo
Tel. No.: (033) 311-5366 | 24. Garrido St., Poblacion Ilaya,
San Enrique, Iloilo
Tel. No.: 09479999869 |
| 8. Simeon Passi Aguilar St., Passi City, Iloilo
Tel. No.: (033) 311-6182 | 25. Poblacion Batad, Iloilo
Tel. No.: 09479999867 |
| 9. Cor. Real Arbelada Arones St., Pob. Ajuy, Iloilo
Tel. No.: (033) 323-1754 | 26. Poblacion Southeast Zone, Lemery, Iloilo
Tel. No.: 09479999873 |
| 10. Del Rosario St., Pob. Norte, Balasan, Iloilo
Tel. No.: (033) 551-5004 | 27. Cataluña Street, Bingawan, Iloilo
Tel. No.: 09479999113 |
| 11. Real St. Pob. Banate, Iloilo
Tel. No.: (033) 362-0251 | 28. Roxas Blvd Street, Poblacion,
San Rafael, Iloilo
Tel. No.: 09479999628 |
| 12. Zamora St. Pob. Ilawod, Barotac Nuevo, Iloilo
Tel. No.: (033) 528-8113 | 29. Crossing Pantalan, Brgy Poblacion,
Anilao, Iloilo
Tel. No.: 09479999709 |
| 13. Tupas St. Poblacion, Barotac Viejo, Iloilo
Tel. No.: (033) 331-2247 | 30. F. Parcon Street, Pototan, Iloilo
Tel. No.: 09479999644 |
| 14. Market Stall Municipal Gym, Pob.
Carles, Iloilo
Tel. No.: (033) 552-1012 | 31. Rizal Street, Brgy Poblacion,
San Dionisio, Iloilo
Tel. No.: 09479999518 |
| 15. D.B. Oñate St. Pob. Concepcion, Iloilo
Tel. No.: 09479990675 | 32. Don Victorino Salcedo St. Poblacion
Market, Sara, Iloilo
Tel. No.: 09479999806 |
| 16. Buenaffor St., Dumangas, Iloilo
Tel. No.: (033) 361-2065 | 33. Crispin Salazar St., Janiuay, Iloilo
Tel No. 09992204460 |
| 17. M.H. Del Pilar St. Dumangas, Iloilo
Tel. No.: (033) 390-0154 | |

NOTICE OF AUCTION SALE

Wish to announce their monthly Auction Sale to be held on January 15, 2024 at 9:00 AM to 12:00 Noon at the office address stated above.

Nagapahibalo sang ila bulanan nga subasta nga Pagahiwaton sa Enero 15, 2024 alas 9:00 sa aga (9:00 AM) asta alas 12:00 sa ugto (12:00 Noon) sa nahinambitan nga mga opisina.

THE MANAGEMENT

ANG TAGADUMALAHAN



Department of Transportation
MARITIME INDUSTRY AUTHORITY
 Regional Office VI
 MROVI Building, De La Rama Street
 Iloilo City Philippines 5000



KENNYDAY PRECY J. CABANGON **CASE NO. MRO VI 23-073**

NOTICE OF HEARING

Applicant requested for Approval of Sale and Transfer of Ownership of the vessel named **MBca "SANTA CLARA"** owned by **SHEENA C. DALIDA (VENDOR)** to **KENNYDAY PRECY J. CABANGON (VENDEE)**.

This application will be heard by this Authority on **09 January 2024, 2:00 PM** at Maritime Regional Office VI Bldg., De La Rama St., Iloilo City, at which herein applicant shall present its/his/her/their evidence. Before the start of the actual hearing, a pre-hearing shall be conducted in accordance with Rule 7 of the Interim Rules of Practice and Procedure.

At least seven (7) days prior to the date of Hearing, applicant shall publish this notice of hearing once in one daily newspaper of local circulation in the region and served by registered mail or personal delivery copies of the application and of this notice of hearing to all affected parties as appearing in the attached list.

Parties opposed to the granting of the application must file their written oppositions on or before the date of hearing, furnish a copy of the same to the applicant and appear at the hearing, with such evidence as maybe proper in the premises. Failure on the part of any person to file his opposition on time and to appear at the hearing will be construed as a waiver of his right to be heard and this Authority will proceed to hear and decide the application on its merits.

WITNESS, the MARINA Administrator, **Hon. Sonia B. Malaluan**, this **22nd day of December 2023**.

BY AUTHORITY OF THE ADMINISTRATOR:

(SGD.) **JEFFREY A. BANGSA**
 Regional Director

nia/mma
 Vendor: Sheena C. Dalida
 Address: Balabag, Malay, Aklan
 Vendee: Kennyday Precy J. Cabangon
 Address: Balabag, Malay, Aklan
 Office of the Solicitor General 134 Amorsolo St., Makati
 FS, Manila
 File



Department of Transportation
MARITIME INDUSTRY AUTHORITY
 Regional Office VI
 MRO VI Building, De La Rama Street
 Iloilo City, Philippines 5000



RE: Application for Sixth Amendment of Certificate of Public Convenience (CPC) pursuant to Republic Act No. 9295 and its Revised - Implementing Rules and Regulations to effect change in route of operation

BUENAVISTA AND JORDAN FERRY, INC. **Case No. MRO VI 21-031**
 Applicant **6th CPC Amendment**

X.....X

ORDER

This refers to the application for Sixth Amendment of Certificate of Public Convenience (CPC) to wit:

NAME OF VESSELS			
CHARTERED BY APPLICANT	GT	HULL	TYPE OF SERVICE
MV "MARGAUX 1"	78.00	FRP	PASSENGER

Route
BUENAVISTA WHARF, GUIMARAS TO PAROLA WHARF, ILOILO CITY AND VICE VERSA AND/OR JORDAN WHARF, GUIMARAS TO PAROLA WHARF, ILOILO CITY AND VICE VERSA

The Applicant shall cause the publication of this ORDER in a newspaper of local circulation.

The Applicant shall likewise simultaneously caused the posting of this Orders in a conspicuous place at the affected ports, ships, Applicant's premises, port terminal and offices.

The Applicant shall present the jurisdictional, qualification and documentary requirements in a summary proceeding to be conducted on **11 January 2024 at 10:00 AM** at the Maritime Regional Office VI Building, De La Rama St., Iloilo City, which is within seven (7) days from the date of publication/posting.

The Applicant shall be required to make a written Formal Offer of Evidence (FOE), afterwhich, the application is deemed submitted for resolution /decision, upon acceptance of such FOE and declaration that the case is submitted for decision.

WITNESS, the MARINA Administrator, **HON. SONIA B. MALALUAN** this **22ND day of December 2023**.

BY AUTHORITY OF THE ADMINISTRATOR:

JEFFREY A. BANGSA
 Regional Director

Copy furnished:
 Applicant Buenavista, Guimaras
 Office of the Solicitor General, 134 Amorsolo St. Legaspi Vill., Makati Metro Manila
 Phil.6th Coast Guard District, Bo. Obrero, Iloilo City
 File

Safer, better quality of life for Antiqueño children in 2023

SAN JOSE DE BUENAVISTA, Antique – Antique is safer, and the quality of life is better for children with various interventions made by the provincial government and stakeholders this year.

Vice Governor Edgar Denosta said one of the remarkable developments in the province benefited 222,688 children aged one to 17.

“The provincial government has been investing more in children for their education and protection, health and well-being,” Denosta said.

Education

The quality of education, especially for children zero to four-and-a-half-years-old improved since its 714 child development workers (CDWs) got equipped with skills in terms of session planning and knowledge about the framework of the Early Childhood Care and Development (ECCD) curriculum.

All CDWs of 668 child development centers (CDC) in Antique are capacitated and ready for recognition by the ECCD council next year.

“The CDWs are now ready for accreditation after they had undergone training by the ECCD Council to improve their standard of service among children, "said Social Welfare and Development (SWD) Officer II Carla Jee-Ann Cabigunda.

Currently, CDCs in the province cater to 21,437 learners.

Moreover, 100 children are beneficiaries of the Strategic Helpdesks for Information, Education and Livelihood and other Developmental Interventions (SHIELD) program against child labor.

They received PHP3,000 quarterly educational support to keep them in school.

Protection

The Antique Provincial Police Office (APPO) revitalized the “Oplan Bambino,” where children learned of the “good touch and bad touch” to protect themselves from anyone taking advantage of their being minors.

This year, the APPO conducted 145 lectures, reaching out to 2,504 pupils from 103 selected elementary schools in the province.



REPUBLIC OF THE PHILIPPINES
CITY OF ILOILO
OFFICE OF THE CITY TREASURER
 Ground Floor Iloilo City Hall
 Plaza Libertad, Iloilo City 5000
 Tel. No. (033) 333-1111

NOTICE OF DELINQUENCY IN THE PAYMENT OF REAL PROPERTY TAX IN THE CITY OF ILOILO

In compliance with Section 254 of Republic Act 7160, otherwise known as Local Government Code of 1991, notice is hereby served to all owners of real properties in the City of Iloilo whose real property tax for the year 2023 and/or prior years, or any installment thereof, had remained unpaid as of date, that said real properties have become delinquent and that undersigned City Treasurer, who under the law is charged to enforce collection of said delinquent taxes will for that purpose, resort to any of the following remedies to satisfy taxes, penalties and costs:

- a) Seizure through distraint of personal property of the taxpayer and the sale thereof at public auction; and/or
- b) File civil suit with the proper court; and/or
- c) Levy on real property and sell the entire delinquent property at public auction.

At any time, however, before any of the above-mentioned remedies is instituted, payment maybe made with penalty at the rate of Two Percent (2%) per month on the amount of delinquency or fraction thereof but not exceeding thirty six (36) months until the delinquent tax shall have been fully paid; and further, that unless the delinquent tax and penalties be paid or the tax shall have been judicially set aside, the entire delinquent real property will be sold at public auction to satisfy taxes, penalties and costs, and the title to the property will be vested in the purchaser, subject however to the right of the delinquent owner of the property or person acting in his behalf or any person having legal interest over the property to redeem the said property within one year from the date of sale.

Iloilo City, December 19, 2023

(SGD.) **Engr. JINNY C. HERMANO**
 City Treasurer

EXTRAJUDICIAL SETTLEMENT OF ESTATE WITH WAIVER OF RIGHTS

Notice is hereby given that the estate of the late **RELLIE D. LIZA** known as a bank deposit with **Land Bank of the Philippines – Iznart Iloilo City Branch (LBP)** is adjudicated to heirs **Rellie H. Liza, Jr., Rynelle H. Liza, Renfort H. Liza, Ryan H. Liza, and Nelda H. Liza**. That, **Rellie H. Liza, Jr., Rynelle H. Liza, Renfort H. Liza, and Ryan H. Liza** agreed to WAIVE, CEDE and CONVEY the said property in favor of their co-heir and mother **Nelda H. Liza**, as entered in the notarial registry of **Atty. Joy Marie M. Jayme-Geraldoy** per Doc. No. 218, Page No. 45, Book No. I, Series of 2023.

NE/Dec. 25, 2023, Jan. 1 & 8, 2024

Republic of the Philippines
Province of Iloilo
Municipality of Janiuary

OFFICE OF THE MUNICIPAL CIVIL REGISTRAR

-ooOoo-

NOTICE TO THE PUBLIC

In compliance with the publication requirement and pursuant to OCRG Memorandum Circular No. 2013-1, Guidelines in the Implementation of the Administrative Order No. 1 Series of 2012 (IRR on R.A. 10172), Notice is hereby served to the public that **Angeles B. Epacta** has filed a petition for **Correction of Clerical Error in the Child's Sex** from "FEMALE" to "MALE" in the Certificate of Live Birth of **HONEY BABES BARILLO EPACTA** whose parents are **Pascual D. Epacta & Angelse M. Brillo**.

Any person adversely affected by said petition may file his/her written opposition with this Office.

(SGD.) **ANA LISA M. CORNELIO**
OIC, Municipal Civil Registrar

NE/Dec. 25, 2023 & Jan. 1, 2024

Republic of the Philippines
Province of Iloilo
Municipality of Janiuary

OFFICE OF THE MUNICIPAL CIVIL REGISTRAR

-ooOoo-

NOTICE TO THE PUBLIC

In compliance with the publication requirement and pursuant to OCRG Memorandum Circular No. 2013-1, Guidelines in the Implementation of the Administrative Order No. 1 Series of 2012 (IRR on R.A. 10172), Notice is hereby served to the public that **Lucila Colago** has filed a petition for **Correction of Clerical Error in the Child's Date of Birth** from "AUGUST 20, 1953" to "JULY 21, 1953" and pursuant to **R.A. No. 9048, Change of First Name** from "MA. NORMA" to "NORMA" in the Certificate of Live Birth of **MA. NORMA COLAGO** whose parents are **Juan Colago & Pacita Aaron**.

Any person adversely affected by said petition may file his/her written opposition with this Office.

(SGD.) **ANA LISA M. CORNELIO**
OIC, Municipal Civil Registrar

NE/Dec. 25, 2023 & Jan. 1, 2024

Prices of live hogs drop in Negros Occidental

BACOLOD CITY – Prices of live pigs in auction markets in Negros Occidental have decreased as hog raisers cannot ship out supply since the province is no longer certified and recognized free from African swine fever (ASF).

As of Friday, the liveweight price of pigs is at PHP180 per kilogram (kg.) from the previous PHP205, based on the Provincial Veterinary Office (PVO) monitoring.

Dr. Placeda Lemana, the provincial veterinarian, said that since Nov. 15 Negros Occidental was unable to supply hogs to other provinces after the Bureau of Animal Industry (BAI) did not renew the certificate of free status (CSF) on ASF of commercial farms and the recognition of active surveillance (RAS) of local government units (LGUs) in the province.

"After their CSF and RAS expired, we cannot ship out hogs that is

why prices dropped in the auction market in Kabankalan City and other auction markets," she told reporters.

Lemana said the current liveweight price of PHP180 per kg. is acceptable, considering that previous prices were even between PHP160 and PHP140 per kg.

The PVO chief noted that while liveweight prices have decreased, pork prices in markets have remained stable.

"When we look at the market prices of pork, the highest is PHP370 per kg., but mostly, it is PHP350 to PHP360. At least, in Negros Occidental and Bacolod, we have not reached PHP400 per kg., just like in other provinces," she added.

Negros Occidental, which has a PHP6-billion swine industry, has recorded almost 18,000 hog mortalities in some 20 LGUs since April this year due to various diseases, such as ASF and hog cholera. (PNA)



HOGS FOR AUCTION. Live hogs off to the auction market in Kabankalan City, Negros Occidental, in this undated photo. Prices of live hogs in auction markets have decreased based on the latest monitoring of the Provincial Veterinary Office because hog raisers cannot ship out supply since the province is no longer certified and recognized as free from African swine fever. (File photo courtesy of Provincial Veterinary Office)

DEED OF EXTRAJUDICIAL SETTLEMENT OF ESTATE AND WAIVER OF RIGHTS

Notice is hereby given that the estate of the late **NORY N. FAICOL** known as **Savings Account deposit and Time Deposit Account** at **Philippine National Bank (PNB) Miagao Branch, Miagao, Iloilo** is adjudicated to heirs **Belardo N. Faicol, Benedict N. Faicol and Bea Doreen N. Faicol**. That, **Benedict N. Faicol and Bea Doreen N. Faicol** CEDED, WAIVED, TRANSFERRED and RELINQUISHED all their rights and interests over the said estate in favor of **Belardo N. Faicol**, as entered in the notarial registry of **Atty. Gelie Rose P. Famillaran-Naciongay** per Doc. No. 220, Page No. 45, Book No. XI, Series of 2023.

NE/January 1, 8 & 15, 2024

DEED OF ADJUDICATION

Notice is hereby given that the estate of the late **TERESITA GONZALES** known as a parcel of land **Lot No. 2699** of the Cadastral Survey of Dingle, Iloilo covered by the improvements thereon, situated in Dingle, Iloilo covered by **Transfer Certificate of Title No. T-102837** with an area of **THREE THOUSAND SIX HUNDRED FIFTY SIX (3,656) square meters, more or less** is adjudicated to heirs **Rex D. Gonzales, Rey D. Gonzales, Roy D. Gonzales, Bernabe Gullos, Robin G. Gullos, Rose D. Gonzales, Ruby Gonzales Pamplona, and Rolly D. Gonzales**, as entered in the notarial registry of **Atty. Tracy lone C. Orquia** per Doc. No. 221, Page No. 46, Book No. CCXCVII, Series of 2021.

NE/Dec. 25, 2023, Jan. 1 & 8, 2024

DEED OF ABSOLUTE SALE

Notice is hereby given that **MARITE BRAGA SAN AGUSTIN**, married to **Maximino San Agustin**, lawful owner of a **1/4 equal share** of a parcel of land by virtue of a Deed of Adjudication duly notarized by **Atty. Igmedio S. Prado, Jr.** and entered in his Notarial Registry as Doc. No. 460, Page No. 93, Book No. V, Series of 2023, with the said property/ parcel of land situated in **Barotac Nuevo, Iloilo** covered by **Transfer Certificate of Title No. 18762** containing an area of **FIFTEEN THOUSAND THREE HUNDRED FORTY EIGHT (15,348) SQUARE METERS, MORE OR LESS**, hereby sells, cedes, transfers and conveys by way of Absolute Sale a portion of her **1/4 equal share** on the said parcel of land containing **FOUR HUNDRED ELEVEN (411) SQUARE METERS, MORE OR LESS**, unto **Spouses Rex L. Gavileño and Janet Lim Gavileño**. Entered in the notarial registry of **Atty. Igmedio S. Prado, Jr.** per Doc. No. 440, Page No. 89, Book No. XIII, Series of 2023.

NE/Dec. 25, 2023, Jan. 1 & 8, 2024

DEED OF ADJUDICATION

Notice is hereby given that the estate of the late **LAURA AYORE ADORADOR** known as subdivision lot **BELLAVITA ILOILO BLK 60, LOT 14,15,16** with **House Model: Socialized - Inner, Lot Area of 36.00 square meters, more or less** and **Floor Area of 22.00 meters, more or less** is adjudicated to heir **ZYPHER DION ADORADOR ADORADOR**, as entered in the notarial registry of **Atty. Mark C. Jurilla** per Doc. No. 30, Page No. 7, Book No. III, Series 2023.

NE/Dec. 25, 2023, Jan. 1 & 8, 2024

DEED OF ADJUDICATION WITH WAIVER OF RIGHTS

Notice is hereby given that the estate of the late **GLICERIA BATILLER FRANCO** known as a parcel of land **Lot No. 314** situated at **Brgy. Nueva Sevilla, Barotac Viejo, Iloilo** covered by **Tax Declaration No. 08-0011-00298** with an area of **0.3053 has.as** per Tax Declaration for the year 2022, is adjudicated to heirs **Shirley F. Jaula, Evelyn F. Dignadice, Victor Fernandez, Jocelyn F. Vinzon, Remie Fernandez, Allan Fernandez, Rachel Fernandez, and Ulpiano Fernandez, Jr. That, Shirley F. Jaula, Evelyn F. Dignadice, Victor Fernandez, Jocelyn F. Vinzon, Allan Fernandez, Rachel Fernandez, and Ulpiano Fernandez, Jr.** agreed to waive, renounce, and/or quitclaim their rights, shares, interest and participation in the above-mentioned property in favor of **REMIE FERNANDEZ**, as entered in the notarial registry of **Atty. Paul Andre R. Margarico** per Doc. No. 149, Page No. 31, Book No. I, Series of 2023.

NE/January 1, 8 & 15, 2024

EXTRA-JUDICIAL SETTLEMENT

Notice is hereby given that the estate of the late **RAUL MONTAÑO QUERUBIN** known as his **claims/benefits** with the **Government Service Insurance System, Iloilo City** is adjudicated to heirs **Lea Arandilla Querubin, Lera Arandilla Querubin, and Christian Angelu Arandilla Querubin**, as entered in the notarial registry of **Atty. Igmedio S. Prado, Jr.** per Doc. No. 523, Page No. 106, Book No. XIII, Series of 2023.

NE/January 1, 8 & 15, 2024

DEED OF ADJUDICATION

Notice is hereby given that the estate of the late **NORMA S. HINAYHINAY** known as a parcel of land **Lot 6, Bcs-06-000075 (OLT)**, located at **Brgy. Guintas, Leganes, Iloilo** covered by **Transfer Certificate of Title No. EPT-19,871** with an area of **FIFTEEN THOUSAND ONE HUNDRED EIGHT (15,108) square meters, more or less** is adjudicated to heir **OLIVE GRACE H. JIZ**, as entered in the notarial registry of **Atty. Noel Y. Sinco** per Doc. No. 227, Page No. 47, Book No. XI, Series 2020.

NE/Dec. 25, 2023, Jan. 1 & 8, 2024

DEED OF ADJUDICATION

Notice is hereby given that the estate of the late **LONABEL GUMBAN-HUANG** known as a **savings deposit** with **Philippine National Bank (PNB), Iznart Branch, Iloilo City** under **Savings Account No. 260670600018** is adjudicated to heir **HUANG, YUNG-BEN** as entered in the notarial registry of **Atty. Henedines C. Aranda** per Doc. No. 04, Page No. 02, Book No. XVIII, Series of 2023.

NE/Dec. 18, 25, 2023 & Jan. 1, 2024



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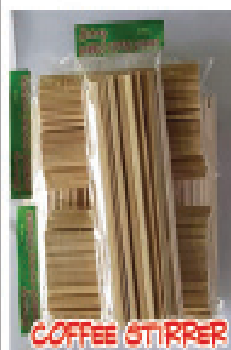
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