

December 27, 2022

**NOTICE OF AWARD**

Subject: RFQ No. : 2022 – 11 – 284  
Project Title : Rebidding for the Upgrade of Motor Control Circuit on Booster Pump T-400

Attention: **MS. TRINA ALEC R. DELOS REYES**  
GOLDEN ARROW TRADING  
Authorized Representative

**Dear Ms. Delos Reyes:**

This is to advise the GOLDEN ARROW TRADING on the acceptance of its bid to undertake the aforementioned project in the amount of **One Million Thirty Thousand Fifty Four Pesos (Php1,030,054.00)**, in accordance with our Invitation to bid dated November 24, 2022.

Contract Duration: Fifty (50) Calendar Days from the receipt of Notice to Proceed.

Please be advised that the performance security shall be submitted to the Company within ten (10) days from receipt of Notice of Award.

Kindly signify your agreement by signing on the space provided for below and return the other copies to us.

Very truly yours,

**JESUS CRISTINO P. POSADAS**  
President and CEO

CONFORME:

\_\_\_\_\_  
(Signature over Printed Name)

\_\_\_\_\_  
(Date)

Philippine National Oil Company



O T H 5 2 D I E 1 6 D

December 29, 2022

**MS. TRINA ALEC R. DELOS REYES**  
Authorized Representative  
**GOLDEN ARROW TRADING**  
17 San Lorenzo Street, San Vicente Village,  
Malabon City, Metro Manila

**NOTICE TO PROCEED**

This is to advise you that your offer for *Rebidding for the Upgrade of Motor Control Circuit on Booster Pump T-400* with Invitation to Bid No. 2022-11-284, amounting to *One Million Thirty Thousand Fifty Four Pesos (PhP1,030,054.00)* has been accepted by the Company.

You are hereby directed to proceed with the same for fifty (50) calendar days from receipt of this notice.

Very truly yours,

**JESUS CRISTINO P. POSADAS**  
President and CEO

**Conforme:**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Philippine National Oil Company



N O P I B I 7 D 3 3 B

## CONTRACT FOR THE UPGRADE OF MOTOR CONTROL CIRCUIT ON BOOSTER PUMP T-400

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KNOW ALL MEN BY THESE PRESENTS:

This Contract made the \_\_\_\_ day of \_\_\_\_\_ 2023 between:

**PHILIPPINE NATIONAL OIL COMPANY (PNOC)**, a government-owned and controlled corporation duly organized and existing under and by virtue of Presidential Decree No. 334, as amended, with principal business address at PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, **JESUS CRISTINO P. POSADAS**, and hereinafter referred to as the "**COMPANY**";

-and-

**GOLDEN ARROW TRADING**, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at 17 San Lorenzo Street, San Vicente Village, Malabon City, Metro Manila, represented herein by its Authorized Representative, **TRINA ALECR. DELOS REYES**, duly authorized for this purpose and hereinafter referred to as "**CONTRACTOR**";

### WITNESSETH:

**WHEREAS**, the COMPANY is in need of a general contractor to undertake the Upgrade of Motor Control Circuit on Booster Pump T-400;

**WHEREAS**, the COMPANY invited bids for the Upgrade of Motor Control Circuit on Booster Pump T-400 and has accepted a bid by the CONTRACTOR for the supply of those services in the sum of **ONE MILLION THIRTY THOUSAND FIFTY FOUR PESOS (P1,030,054.00)**, inclusive of Value Added Tax (VAT) and all applicable taxes, (hereinafter referred to as "Contract Price"), to be complied within a period of fifty (50) calendar days reckoned from the date of receipt of the Notice to Proceed;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the terms and conditions hereinafter set forth, the parties hereto agrees as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.



2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

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

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

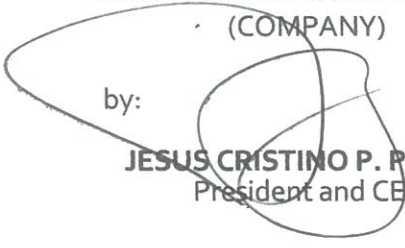
- iii. Notice of Award of Contract; and the Bidder's conforme thereto; and
- iv. Other contract documents that may be required by existing laws and/or the COMPANY concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration of the payments to be made by the COMPANY to the CONTRACTOR as mentioned herein, the CONTRACTOR hereby covenants with the COMPANY to provide the services in accordance with the terms and conditions set forth in this contract and to remedy any and all defects.

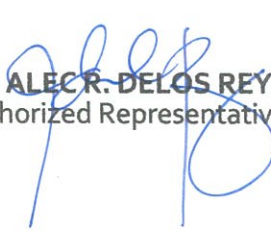
4. The COMPANY hereby covenants to pay the CONTRACTOR the Contract Price or such other sum as may become payable under the provisions of the Contract.

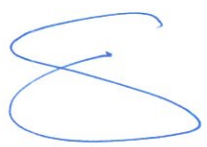
**IN WITNESS WHEREOF** the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**PHILIPPINE NATIONAL OIL COMPANY**  
(COMPANY)

by:   
**JESUS CRISTINO P. ROSADAS**  
President and CEO

**GOLDEN ARROW TRADING**  
(CONTRACTOR)

by:   
**TRINA ALECR. DE LOS REYES**  
Authorized Representative





### Special Conditions of Contract

GCC Clause	
1	For purposes of this Clause the COMPANY's Representative at the Project Site is <i>E.G. CELZO</i> .
2.2	The terms of payment shall be as follows: <i>Net Thirty (30) calendar days upon issuance of billing statement or invoice and acceptance of work.</i>
4	No further instruction.
5	Two (2) years on materials and workmanship reckoned from the date of final turnover and acceptance.
6	Liquidated Damages is at least equal to one-tenth (1/10) of one percent (0.001) of the cost of the unperformed portion for every day of delay until actual delivery or performance.

