

May 03, 2023

NOTICE OF AWARD

Subject: ITB No. : 2023-02-078
Project Title : Exterior Repainting of PNOC Building 5

Attention: **MR. CHUBASCO ORVILLO V. LABASBAS**
Account Manager
PABLO S. LABASBAS CONSTRUCTION CORPORATION

Dear Mr. Labasbas:

This is to advise Pablo S. Labasbas Construction Corporation on the acceptance of its bid to undertake the aforementioned project in the amount of **Four Million Two Hundred Seventeen Thousand Twenty-five Pesos (Php 4,217,025.00)**, in accordance with our Invitation to Bid dated March 02, 2023.

Contract Duration: Sixty (60) calendar days upon receipt of the Notice to Proceed or when color swatches have been approved by PNOC, whichever comes later.

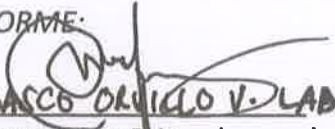
Please be advised that the performance security shall be submitted to the Company within ten (10) calendar days from receipt of Notice of Award.

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:


CHUBASCO ORVILLO V. LABASBAS (23)
(Signature over Printed Name)

MAY 5, 2023
(Date)

Philippine National Oil Company



0 T H D F 6 5 2 B 0 0

May 30, 2023

MR. CHUBASCO ORVILLO V. LABASBAS
Account Manager
PABLO S. LABASBAS CONSTRUCTION CORPORATION
Purok 1, Brgy. Dagum,
Calbayog City, Samar

NOTICE TO PROCEED

This is to advise you that your offer for the Exterior Repainting of PNOC Building 5 with Project No. 2023-02-078 amounting to **Four Million Two Hundred Seventeen Thousand Twenty-Five Pesos (Php 4,217,025.00)** has been accepted by the Company.

You are hereby directed to proceed with the same in the following contract duration:


Contract Duration: Sixty (60) calendar days upon receipt of the Notice to Proceed or when color swatches have been approved by PNOC, whichever comes later.

The contract agreement to this effect shall be transmitted.

Very truly yours,


JESUS CRISTINO P. POSADAS
President and CEO

Conforme:


CHUBASCO ORVILLO V. LABASBAS
Authorized Representative

060523

Date

Philippine National Oil Company



N O P O B C 9 F 3 B F

**CONTRACT OF SERVICES FOR EXTERIOR REPAINTING OF PNOC
BUILDING 5**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of _____ 2023 at _____, by and 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 "ENTITY" or "COMPANY";

-and-

PABLO S. LABASBAS CONSTRUCTION CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at Purok 1, Brgy. Dagum, Calbayog City, Samar, represented herein by its Account Manager, **CHUBASCO ORVILLO V. LABASBAS**, duly authorized for this purpose and hereinafter referred to as "CONTRACTOR";

WITNESSETH:

WHEREAS, the ENTITY invited Bids for certain goods and ancillary services, particularly the CONTRACT OF SERVICES FOR EXTERIOR REPAINTING OF PNOC BUILDING 5 and has accepted a Bid by the CONTRACTOR for the supply of those goods and services in the sum of **FOUR MILLION TWO HUNDRED SEVENTEEN THOUSAND AND TWENTY FIVE PESOS (PhP4,217,025.00)**, (hereinafter called "the Contract Price"), for a duration of sixty (60) calendar days upon receipt of Notice to Proceed, or when color swatches have been approved by PNOC, whichever comes later, inclusive of Value Added Tax (VAT) and all applicable taxes, and in accordance with the terms and conditions set forth in this Contract;



NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

(a) 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;

(b) 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;

(c) Performance Security;

(d) Notice of Award; and the Bidder's conforme thereto; and

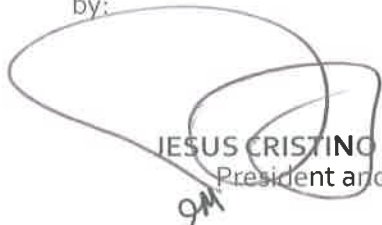
(e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the contract price specified above, the CONTRACTOR agrees to the CONTRACT OF SERVICES FOR EXTERIOR REPAINTING OF PNOB BUILDING 5 in accordance with his/her/its Bid.



4. The ENTITY agrees to pay the above mentioned sum in accordance with the terms of the Bidding.

PHILIPPINE NATIONAL OIL COMPANY
(COMPANY)

by:

JESUS CRISTINO P. POSADAS
President and CEO

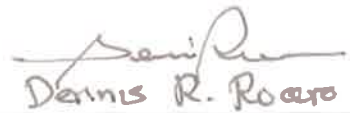
PABLO S. LABASBAS
CONSTRUCTION CORPORATION
(CONTRACTOR)

by:

CHUBASCO ORILLO V. LABASBAS
Account Manager

SIGNED IN THE PRESENCE OF:


Lino Gerardo G. Calaor


Dennis R. Roero

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES;
TAGUIG } S.S.

JUNE, 2023 personally appeared: BEFORE ME, a Notary Public for and in the above jurisdiction, this 7th day of

Name Competent Evidence of Identity Date/Place Issued

PNOC

by:

JESUS CRISTINO P. POSADAS Driver's License valid until
NO7-65-021615 25 December 2032

PABLO S. LABASBAS CONSTRUCTION CORPORATION

by:


CHUBASCO ORVILLO V. LABASBAS Driver's License valid until
Ho8-96-000629 26 June 2032


known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the corporations represented herein and that they are authorized to sign the same.

This instrument consisting of four (4) pages, including the page whereon the acknowledgment clause is written, signed by the parties and their instrumental witnesses on each and every page hereof, sealed with my notarial seal, refers to a CONTRACT OF SERVICES FOR EXTERIOR REPAINTING OF PNOC BUILDING 5.

WITNESS MY HAND AND SEAL on the date and at the place first above-written.

Doc. No. 78;
Page No. 17;
Book No. III;
Series of 2023.

kkbm/GCC Exterior Repainting of PNOC Building 5


CARL PHILIP N. BATUCAN
Appointment No. 56 (2022-2023)
Notary Public for Taguig City
Until 31 December 2023
PNOC Bldg. VI, Energy Center, Rizal Drive
Bonifacio Global City, Taguig
Roll No. 67061
PTR No. A-5701182/Taguig City/01-12-2023
IBP No. 289325/01-17-2023
MCLE Compliance No. VII-0009702

9M

Special Conditions Of Contract

CONTRACT OF SERVICES FOR EXTERIOR REPAINTING OF PNOB BUILDING 5

Contractor: PABLO S. LABASBAS CONSTRUCTION CORPORATION

GCC Clause	
1.	Not applicable.
2.2.	The terms of payment shall be as follows: Refer to Annex D of the 2016 Revised IRR of RA 9184. Within thirty (30) calendar days from acceptance and receipt of billing.
4	No further instruction.
	Liquidated Damages is 1/10 of 1% of the cost of unperformed portion for every day of delay until actual delivery or performance.
	Within ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of contract by both parties, the successful bidder shall furnish the Performance Security in any form such as: a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank - <u>Five Percent (5%) of Total Contract Cost or Two Hundred Ten Thousand Eight Hundred Fifty One Pesos and 25/100 (P210,851.25);</u> b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank – <u>Five Percent (5%) of Total Contract Cost or Two Hundred Ten Thousand Eight Hundred Fifty One Pesos and 25/100 (P210,851.25);</u> c. Surety bond (callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue as such) – <u>Thirty Percent (30%) of Total Contract Cost or One Million Two Hundred Sixty Five Thousand One Hundred Seven Pesos and 50/100 (P1,265,107.50)</u>

Amor
Amor

JK