

May 30, 2024

NOTICE OF AWARD

Subject: ITB No. : 2024-03-018
Project Title : Environmental Monitoring for 2024 (Waste Water -
Effluent and Marine, Raw Water, Ambient Air Sampling
and Laboratory Analysis)

Attention: **MR. TIMOTHY DEXTER A. OCAMPO**
Chief Marketing Officer
CRL Environmental Corporation

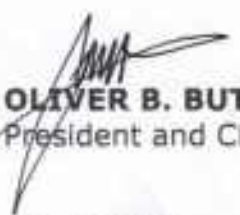
Dear Mr. Ocampo:

This is to advise *CRL Environmental Corporation* on the acceptance of its proposal to undertake the aforementioned project in the amount of *Six Hundred Eighty-Eight Thousand One Hundred Forty Pesos (PhP 688,140.00)*, in accordance with our Invitation to Bid posted on April 4, 2024.

Contract / Project Duration : 2nd to 4th Quarter of 2024

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

Very truly yours,



OLIVER B. BUTALID
President and CEO

CONFORME

Timothy Dexter A. Ocampo
Chief Marketing Officer

(Signature over Printed Name)

6/4/2024

(Date)

June 13, 2024

MR. TIMOTHY DEXTER A. OCAMPO

Chief Marketing Officer

CRL ENVIRONMENTAL CORPORATION

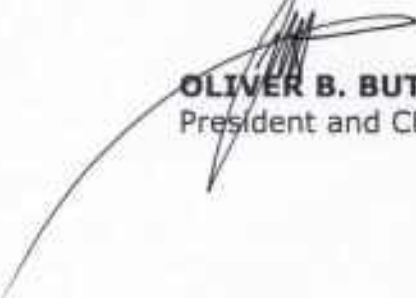
Bldg. 2 Berthaphil Compound 1, Berthaphil, Inc. Business Park,
Jose Abad Santos Ave., Clark Freeport Zone, Pampanga

NOTICE TO PROCEED

This is to advise you that your offer for **Environmental Monitoring for 2024 (Waste Water – Effluent and Marine, Raw Water, Ambient Air Sampling and Laboratory Analysis)** with Project No.: 2024-03-018, amounting to **Six Hundred Eighty-Eight Thousand One Hundred Forty Pesos (PhP 688,140.00)** has been accepted by the Company.

You are hereby directed to proceed with the service from 2nd to 4th Quarter of 2024.

Very truly yours,



OLIVER B. BUTALID
President and CEO

Conforme:




Timothy Dexter A. Ocampo
Chief Marketing Officer

Authorized Representative

6/14/24

Date

MAIN OFFICE

PNOC Building A, Energy Center
Rizal Drive, Bonifacio Global City
Taguig, Philippines 1634
(+632) 8789 7667
www.pnoc.com.ph

INDUSTRIAL PARK

Barangay Batangas Occ., Marikina
Bataan, Philippines 2105
(+6347) 244 5884 and 58
industrialpark@pnoc.com.ph

ENERGY SUPPLY BASE

Barangay Marikina, Marikina
Bataan, Philippines 2102
+63 917 515 4034
energysupplybase@pnoc.com.ph

**CONTRACT OF SERVICES FOR ENVIRONMENTAL MONITORING FOR 2024
(WASTE WATER – EFFLUENT AND MARINE, RAW WATER, AMBIENT AIR
SAMPLING AND LABORATORY ANALYSIS)**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of _____ 2024
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, **OLIVER B. BUTALID**, and hereinafter referred to as the "**ENTITY**" or "**COMPANY**";

-and-

CRL ENVIRONMENTAL CORPORATION., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at Bldg. 2, Berthaphil Compound 1, Jose Abad Santos Avenue, Clark Freeport Zone, Pampanga, represented herein by its Chief Marketing Officer, **TIMOTHY DEXTER A. OCAMPO**, 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 ENVIRONMENTAL MONITORING FOR 2024 (WASTE WATER – EFFLUENT AND MARINE, RAW WATER, AMBIENT AIR SAMPLING AND LABORATORY ANALYSIS) and has accepted a Bid by the CONTRACTOR for the supply of those goods and services in the sum of **SIX HUNDRED EIGHTY EIGHT THOUSAND AND ONE HUNDRED FORTY PESOS (Php 688,140.00)**, (hereinafter called "the Contract Price"), from 2nd Quarter to 4th Quarter of 2024, inclusive of 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.

Handwritten signature and initials in blue ink on the left margin.

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 ENVIRONMENTAL MONITORING FOR 2024 (WASTE WATER - EFFLUENT AND MARINE, RAW WATER, AMBIENT AIR SAMPLING AND LABORATORY ANALYSIS) 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:


OLIVER B. BUTALID
President and CEO


**CRL ENVIRONMENTAL
CORPORATION**
(CONTRACTOR)

by:


TIMOTHY DEXTER A. OCAMPO
Chief Marketing Officer

SIGNED IN THE PRESENCE OF:


Edwin G. Celzo


Notary Public

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
CITY OF MAKATI } S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this JUL 10 2024
day of _____, 2024 personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued</u>
PNOC		
by:		
OLIVER B. BUTALID	Driver's License G01-80-018980	valid until 19 Jan. 2033

CRL ENVIRONMENTAL CORPORATION

by:

TIMOTHY DEXTER A. OCAMPO Unified Multi-Purpose ID
0033-6628226-8

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 three (3) 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 ENVIRONMENTAL MONITORING FOR 2024 (WASTE WATER - EFFLUENT AND MARINE, RAW WATER, AMBIENT AIR SAMPLING AND LABORATORY ANALYSIS).

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

Doc. No. 157
 Page No. 33
 Book No. XXV
 Series of 2024.
 MakamVCC Environmental Monitoring for 2024


ATTY. GERVACIO B. ORTIZ JR.
 Notary Public City of Makati
 Until December 31, 2024
 ISP No. 05729- Lifetime Member
 MCLE Compliance No. VII-0022734
 valid until April 13, 2025
 Appointment No. M-39 (2023-2024)
 PTR No. 10073909 Jan. 2, 2024 / Makati
 Makati City Roll No. 40091
 101 Urban Ave. Campos Rueda Bldg.
 Brgy. Pio Del Pilar, Makati City

Special Conditions Of Contract

CONTRACT OF SERVICES FOR ENVIRONMENTAL MONITORING FOR 2024
(WASTE WATER - EFFLUENT AND MARINE, RAW WATER, AMBIENT AIR
SAMPLING AND LABORATORY ANALYSIS)

Contractor: CRL ENVIRONMENTAL CORPORATION

GCC Clause	
2.2.	The terms of payment shall be as follows: Quarterly billing / Within thirty (30) calendar days after submission of all necessary documents.
	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 Thirty Four Thousand Four Hundred Seven Pesos (P34,407.00);</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 Thirty Four Thousand Four Hundred Seven Pesos (P34,407.00);</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 Two Hundred Six Thousand Four Hundred Forty Two Pesos (P206,442.00)</u>

