PHILIPPINE NATIONAL OIL COMPANY



September 16, 2024

NOTICE OF AWARD

Subject:

ITB No.

: 2024-08-103

Project Title

: Event Organizer for PNOC Partners' Night 2024

Attention: MR. DENIL EDBERT B. SAMONTE

Sole Proprietor

NEONOTION EVENTS MANAGEMENT

Dear Mr. Samonte:

This is to advise Neonotion Events Management on the acceptance of its bid to undertake the aforementioned project in the amount of *One Million Seventy-Seven Thousand Seven Hundred Seventy-Seven Pesos (Php1,077,777.00)*, in accordance with our Invitation to Bid dated August 08, 2024.

Contract Duration: November 08, 2024 (Booking Time: 12:01 A.M. up to 11:59 P.M.)

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,

LIVER B. BUTALID

President and CEO

CONFORME:

<u>Devil Edbort 13. Samort</u> (Signature over Printed Name)

09/20/2024

(Date)

Jest . L.



PHILIPPINE NATIONAL OIL COMPANY



October 02, 2024

MR. DENIL EDBERT B. SAMONTE
Sole Proprietor
NEONOTION EVENTS MANAGEMENT
1E Angeles St., Sagad
Pasig City

NOTICE TO PROCEED

This is to advise you that your offer for the Event Organizer for PNOC Partners' Night 2024 with ITB No. 2024-08-103 amounting to *One Million Seventy-Seven Thousand Seven Hundred Seventy-Seven Pesos (Php1,077,777.00)* has been accepted by the Company.

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

Contract Duration: November 08, 2024 (Booking Time: 12:01 A.M. up to

11:59 P.M.)

Very truly yours,

OLIVER B. BUTALID

Frésident and CEO

Conforme:

Authorized Representative

10/08/2024

Date

CONTRACT FOR THE EVENT ORGANIZER FOR PNOC PARTNERS' NIGHT 2024

KNOW ALL MEN BY THESE PRESENTS:

PHILIPPINE NATIONAL OIL COMPANY (PNOC), a governmentowned 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 "COMPANY";

-and-

NEONOTION EVENTS MANAGEMENT, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at 1 E Angeles Street, Sagad, Pasig City, Metro Manila, represented herein by its Authorized Representative, **DENIL EDBERT B. SAMONTE**, duly authorized for this purpose and hereinafter referred to as "CONTRACTOR";

WITNESSETH:

WHEREAS, the COMPANY is in need of a general contractor as an event organizer for PNOC Partners' Night 2024;

WHEREAS, the COMPANY invited bids for the Event Organizer for PNOC Partners' Night 2024 and has accepted a bid by the CONTRACTOR for the supply of those services in the sum of ONE MILLION SEVENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN PESOS (P1,077,777.00), inclusive of Value Added Tax (VAT) and all applicable taxes, (hereinafter referred to as "Contract Price"), to be complied with on 8 November 2024, Booking Time from 12:01 A.M. to 11:59 P.M.;

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:

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Page 2 of 4

- 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.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications/Terms of Reference;
 - 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. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. 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. 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.
- 5. The terms of payment shall be as follows: Refer to Detailed Terms of Reference attached herein as an integral part of the Contract.
- 6. 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.

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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)

NEONOTION EVENTS MANAGEMENT (CONTRACTOR)

President and CEO

by:

SIGNED IN THE PRESENCE OF:

mpl/FCE092724-2141 Page 4 of 4

ACKNOWLEDGMENT

PASIG CITY		0 3 OCT 2024	
	Public for and in the above juriso	diction, this	
<u>Name</u> <u>Issued</u>	Competent Evidence of Iden	tity <u>Date/Place</u>	
PNOC			
by:			
OLIVER B. BUTALID	DL No. G01-80-018980	Jan. 19, 2033	
NEONOTION EVENTS MANAGEMENT			
by:			
DENIL EDBERT B. SAMONTE	DL No. N01-15-0041B1	Oct. 24, 2034	

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 partnership/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 for the Event Organizer for PNOC Partners' Night 2024.

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

Doc. No. <u>393</u>; Page No. <u>80</u>; Book No. <u>3</u>]; Series of 2024.

ATTY, LOLITA W. MCDONOUGH-LIM

Notary Public until Dec. 31, 2024
Pasig City and Pateros Metro Manua
Appointment No. 49 (2023-2024)
PTR No. 1504029 / Jan. 02, 2024
IBP No. 329439 / 12-16-2023 for the Year 2024 / RSM
MCLE Exemption No. VIII-IPD000051
Roll No. 34423
G/F Pasig City Hall Brgy, San Nicola, Pasig City

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Special Conditions of Contract

GCC Clause	
GOO Clause	
1	Delivery and Documents –
	Delivery of the Goods and Services shall be made by the CONTRACTOR in accordance with the terms specified in Section VI, Schedule of Requirements.
	For purposes of this Clause the COMPANY's Representative at the Project Site is A. B. Taganas.
2.2	The terms of payment shall be as follows: Net Thirty (30) calendar days upon acceptance and submission of Invoice/Billing.
3	Surety bond (callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such) – Thirty Percent (30%) of Total Contract Cost or Php 323,333.10
	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 – Five Percent (5%) of Total Contract Cost or Php 53,888.85
	Cash or cashier's/manager's check issued by a Universal or Commercial Bank – Five Percent (5%) of Total Contract Cost or Php 53,888.85
4	The inspections and tests that will be conducted are:
	1. Please refer to the attached terms and references.



