

March 27, 2025

NOTICE OF AWARD

Subject: ITB No. : 2025-02-044
Project Title : Renovation of Warehouse into a Gym at
PNOC Energy Center

Attention: **MR. EDDIE G. CALOPE**
COO / VP – Operations
EEC Coating, Waterproofing and General Services, Inc.

Dear Mr. Calope:

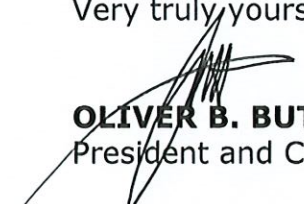
This is to advise *EEC Coating, Waterproofing and General Services, Inc.* on the acceptance of its bid to undertake the aforementioned project in the amount of *Four Million One Hundred Four Thousand Pesos (Php 4,104,000.00)*, in accordance with our Invitation to Bid posted on February 18, 2025.

Contract Duration : Sixty (60) calendar days from receipt of
Notice to Proceed

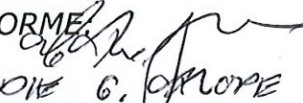
Please be advised that the performance security shall be submitted to PNOC within ten (10) calendar days from receipt of Notice of Award.

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

Very truly yours,



OLIVER B. BUTALID
President and CEO



CONFORME
EDDIE G. CALOPE
(Signature over Printed Name)
APRIL 07, 2025

(Date)

April 24, 2025

MR. EDDIE G. CALOPE

COO / VP – Operations

EEC Coating, Waterproofing and General Services, Inc.

B3 L7 Rizal Technopark Highway 2000

Brgy. San Juan, Taytay, Rizal


NOTICE TO PROCEED

This is to advise you that your offer for the **Renovation of Warehouse into a Gym at PNOC Energy Center** with ITB No.:2025-02-044, amounting to **Four Million One Hundred Four Thousand Pesos (PhP 4,104,000.00)** has been accepted by the Company.

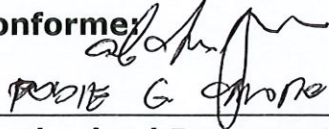
You are hereby directed to proceed with the services for sixty (60) calendar days from receipt of this notice.

The contract agreement to this effect shall be transmitted.

Very truly yours,


OLIVER B. BUTALID
President and CEO *amb*

Conformer:


EDDIE G. CALOPE

Authorized Representative

25 APR 2025

Date

**CONTRACT FOR RENOVATION OF WAREHOUSE INTO A GYM AT
PNOC ENERGY CENTER**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made the _____ day of _____ 2025 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 "**COMPANY**";

-and-

EEC COATING, WATERPROOFING AND GENERAL SERVICES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at Blk 3 Lot 7 Rizal Technopark Highway 2000, Brgy. San Juan, Taytay, Rizal, represented herein by its COO/ VP - Operations, **EDDIE G. CALOPE**, and hereinafter referred to as "**CONTRACTOR**";



WITNESSETH:

WHEREAS, the COMPANY is in need of a contractor to undertake the renovation of its warehouse into a gym at PNOC Energy Center;

WHEREAS, the COMPANY invited bids for the renovation of the latter's warehouse into a gym and has accepted a bid by the CONTRACTOR for the supply of those services in the sum of **FOUR MILLION ONE HUNDRED FOUR THOUSAND PESOS (P4,104,000.00)** inclusive of Value Added Tax (VAT) and all applicable taxes, (hereinafter referred to as "Contract Price"), to be complied within a period of sixty (60) 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 agree 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.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings;

- ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract; and
 - v. 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 of Contract; and the Bidder's conforme thereto; and
 - e. 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)**

**EEC COATING, WATERPROOFING
AND GENERAL SERVICES, INC.
(CONTRACTOR)**


by:

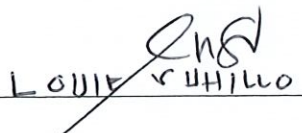

OLIVER B. BUTALID
President and CEO

by:


EDDIE G. CALOPE
COO/ VP - Operations

SIGNED IN THE PRESENCE OF:


A. E. SUYOM


LOUIE R. HILLO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
TAGUIG } S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this 5th
day of MAY, 2025 personally appeared:

Name Competent Evidence of Identity Date/Place Issued/Expiry

PNOC

by:

OLIVER B. BUTALID DL No. G01-80-018980 Jan. 19, 2033

EEC COATING, WATERPROOFING AND GENERAL SERVICES, INC.

by:

EDDIE G. CALOPE Passport No. Feb. 03, 2029
P0534052B

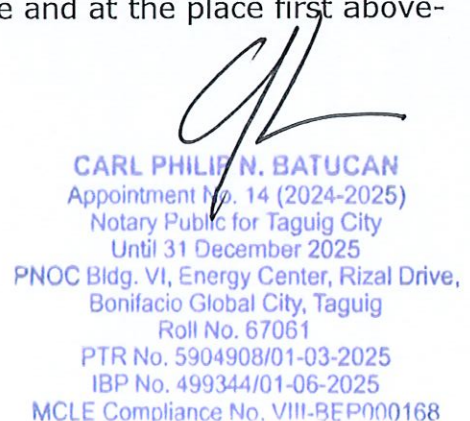


known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the corporations represented herein and that they are authorized to sign the 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 for the Renovation of Warehouse into a Gym at PNOC Energy Center.

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

Doc. No. 484;
Page No. 98;
Book No. 71;
Series of 2025.



CARL PHILIP N. BATUCAN
Appointment No. 14 (2024-2025)
Notary Public for Taguig City
Until 31 December 2025
PNOC Bldg. VI, Energy Center, Rizal Drive,
Bonifacio Global City, Taguig
Roll No. 67061
PTR No. 5904908/01-03-2025
IBP No. 499344/01-06-2025
MCLE Compliance No. VIII-BEP000168

Special Conditions of Contract

GCC Clause	
2	No further instruction
4	No further instruction
6	The site investigation reports are: Kindly refer to the Scope of Work/Technical Specifications.
7.1	<p>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:</p> <ul style="list-style-type: none"> a) <u>Surety Bond (callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue as such) - Thirty Percent (30%) of Total Contract Cost or One Million Two Hundred Thirty One Thousand Two Hundred Pesos (Php1,231,200.00);</u> b) <u>Bank Draft / Guarantee, 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 - Ten Percent (10%) of Total Contract Cost or Four Hundred Ten Thousand Four Hundred Pesos (Php410,400.00);</u> c) <u>Cash, Cashier's/ Manager's Check, confirmed by a Universal or Commercial Bank - Ten Percent (10%) of Total Contract Cost or Four Hundred Ten Thousand Four Hundred Pesos (Php410,400.00);</u>
7.2	One (1) year in workmanship
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fifteen (15) calendar days from delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is One Thousand Pesos (Php 1,000.00) per day of delay.
13	The amount for advance payment shall be fifteen percent (15%) of the contract amount.

14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which operating and maintenance manuals are required is ten (10) calendar days upon acceptance of Punch List. The date by which "as built" drawings are required within fifteen (15) calendar days upon acceptance of Punch List.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Two Thousand Pesos (Php 2,000.00)

