

May 23, 2025

**NOTICE OF AWARD**

Subject: ITB No. : 2025-04-093  
Project Title : Rebidding for the Supply, Delivery, Installation of  
Energy Saving Devices for Air Conditioning Units and  
Remote Energy Management System at PNOC Bldg. 6  
(Airwise Project)

Attention: **MR. CARLOS T. FERNANDO**  
President and CEO  
Clixlogic, Inc.

**Dear Mr. Fernando:**

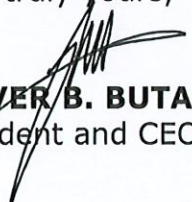
This is to advise *Clixlogic, Inc.* on the acceptance of its bid to undertake the  
aforementioned project in the amount of *Eight Hundred Twenty Thousand Four  
Hundred Fifteen Pesos (PhP 820,415.00)*, in accordance with our Invitation to Bid  
published on April 17, 2025.

Contract Duration : Twenty-one (21) calendar days from receipt of  
Notice to Proceed

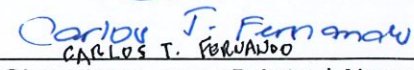
Please be advised that the performance security shall be submitted to PNOC within  
ten (10) calendar days from receipt of Notice of Award.

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: 

  
CARLOS T. FERNANDO  
(Signature over Printed Name)

9 June, 2025  
(Date)



June 10, 2025

**MR. CARLOS T. FERNANDO**

President and CEO

Clixlogic, Inc.

88 Don Primitivo St.,

Don Antonio Heights, Quezon City

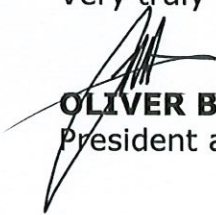
**NOTICE TO PROCEED**

This is to advise you that your offer for the ***Rebidding for the Supply, Delivery and Installation of Energy Saving Devices for Air Conditioning Units and Remote Energy Management System at PNOC Bldg. 6 (Airwise Project)*** with ITB No.: 2025-04-093, amounting to ***Eight Hundred Twenty Thousand Four Hundred Fifteen Pesos (PhP 820,415.00)*** has been accepted by the Company.

You are hereby directed to proceed with the services for twenty-one (21) 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

**Conforme:**



**Authorized Representative**

*16 June, 2025*

**Date**

**MAIN OFFICE**

PNOC Building 4, Energy Center  
Rizal Drive, Bonifacio Global City  
Taguig, Philippines 1634  
(+632) 8789 7662  
www.pnoc.com.ph

**INDUSTRIAL PARK**

Barangay Batangas Dos, Mariveles  
Bataan, Philippines 2105  
(+6347) 244 5884 and 86  
industrialpark@pnoc.com.ph

**ENERGY SUPPLY BASE**

Barangay Mainaga, Mabini  
Batangas, Philippines 4202  
+63 917 515 4036  
energysupplybase@pnoc.com.ph



**CONTRACT FOR THE SUPPLY, DELIVERY, INSTALLATION OF ENERGY SAVING DEVICES FOR AIR CONDITIONING UNITS AND REMOTE ENERGY MANAGEMENT SYSTEM AT PNOC BLDG. 6 (AIRWISE PROJECT)**

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KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this \_\_\_\_\_ day of JUN 17 2025 2025 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 "**COMPANY**";

-and-

**CLIXLOGIC, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at 88 Don Primitivo St., Don Antonio Heights, Quezon City, represented herein by its President and CEO, **CARLOS T. FERNANDO**, duly authorized for this purpose and hereinafter referred to as "**CONTRACTOR**";

**WITNESSETH:**

**WHEREAS**, the COMPANY is in need of energy saving devices for air conditioning units and remote energy management system at PNOC Bldg. 6. The COMPANY invited Quotations for the supply, delivery, installation of energy saving devices for air conditioning units and remote energy management system at PNOC Bldg. 6 and has accepted a Quotation by the CONTRACTOR for the supply of those services in the sum of **EIGHT HUNDRED TWENTY THOUSAND FOUR HUNDRED FIFTEEN PESOS (PHP820,415.00)** which shall be paid per milestone with retention money for every progress billing (hereinafter called "the Contract Price") for a contract duration of within twenty-one (21) calendar days from receipt of Notice to Proceed (NTP); inclusive of Value Added Tax (VAT), if any, and all applicable taxes, and in accordance with the terms and conditions set forth in this Contract;

**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 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
  - 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 for the sum of of Eight Hundred Twenty Thousand Four Hundred Fifteen Pesos (PHP820,415.00) or such other sums as may be ascertained, the CONTRACTOR agrees to supply, deliver, install energy saving devices for air conditioning units and remote energy management system at PNOC Bldg. 6 in accordance with its Bid.

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

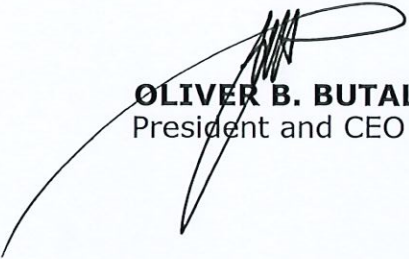
**IN WITNESS WHEREOF** the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**PHILIPPINE NATIONAL OIL COMPANY**  
(COMPANY)


**CLIXLOGIC, INC.**  
(CONTRACTOR)

by:

by:



**OLIVER B. BUTALID**  
President and CEO

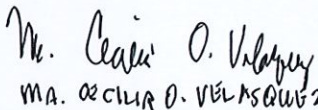


**CARLOS T. FERNANDO**  
President and CEO

**SIGNED IN THE PRESENCE OF:**



**A. B. TAGANAS**



MA. CESAR O. VELASQUEZ



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES}  
} S.S.

**BEFORE ME**, a Notary Public for and in the above jurisdiction, this JUN 17 2025  
day of \_\_\_\_\_, 2025 personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued</u>
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**PNOC**

by:

<b>OLIVER B. BUTALID</b>	G01-80-018980	January 19, 2033
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**CLIXLOGIC, INC.**

by:

<b>CARLOS T. FERNANDO</b>	P8251098A	VALID UNTIL 06 AUG 2028 / DEX NCR EAST
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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 for the Supply, Delivery, Installation of Energy Saving Devices for Air Conditioning Units and Remote Energy Management System at PNOC Bldg. 6.

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

Doc. No. 422 ;  
Page No. 85 ;  
Book No. IV ;  
Series of 2025.

  
**ATTY. MA. CECILIA T. ABAY**  
NOTARY PUBLIC  
Adm. Matter No. NP 233 ( 2025-2026)  
PTR No. 7033423 / 1.8.2025 / OG  
IBP OR No. 265161 / 1.12.2025  
Roll No. 84156  
MCLE Compliance No. VIII-0004212, April 14, 2023  
Rm. 312, ACRE Bldg., 137 Malakas St.  
Brgy. Central, Quezon City

CTM

## Special Conditions of Contract

GCC Clause	
1	<p data-bbox="405 414 815 443"><b>Delivery and Documents –</b></p> <p data-bbox="405 481 1366 678">For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p data-bbox="405 703 1366 831">The delivery terms applicable to the Contract are delivered to the Project Site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination. "</p> <p data-bbox="405 855 1278 884">The delivery terms applicable to this Contract are delivered to:</p> <p data-bbox="405 922 1235 987">Philippine National Oil Company PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City</p> <p data-bbox="405 1025 1347 1090">Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p data-bbox="405 1128 1342 1193">For purposes of this Clause the Procuring Entity's Representative at the Project Site is:</p> <p data-bbox="676 1232 1366 1328" style="text-align: right;"><b>Ms. Alma B. Taganas</b> Manager Business Research and Development Department</p> <p data-bbox="405 1352 727 1382"><b>Incidental Services –</b></p> <p data-bbox="405 1420 1366 1516">The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol data-bbox="469 1541 1366 2042" style="list-style-type: none"><li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li><li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li><li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li><li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li><li>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li></ol>



The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **one (1) year**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one (1) month** of placing the order.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.



	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>
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	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>						
2.2	<p>Terms of Payment:</p> <table border="1"> <thead> <tr> <th>Project Milestone*</th><th>Percentage of Payment</th></tr> </thead> <tbody> <tr> <td>Completion of delivery of devices</td><td>60%</td></tr> <tr> <td>Completion of Installation and testing &amp; commissioning</td><td>40%</td></tr> </tbody> </table> <p>*Retention Money: 10% for every progress billing.</p>	Project Milestone*	Percentage of Payment	Completion of delivery of devices	60%	Completion of Installation and testing & commissioning	40%
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