

November 4, 2025

NOTICE OF AWARD

Subject: ITB No. : 2025-09- 170
Project Title : Rebidding for the Rehabilitation of Bollards at PNOC Industrial Park, Mariveles, Bataan

Attention: **MR. FERNANDO C. DESAMITO**
CEO / President
OEM Industrial Parts and Construction Services Corp.

Dear Mr. Desamito:

This is to advise *OEM Industrial Parts and Construction Services Corp.* on the acceptance of its bid to undertake the aforementioned project in the amount of *One Million Four Hundred Ninety-Nine Thousand Four Hundred Forty-Seven Pesos and 04/100 (PhP 1,499,447.04)*, in accordance with our Invitation to Bid posted on September 16, 2025.

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

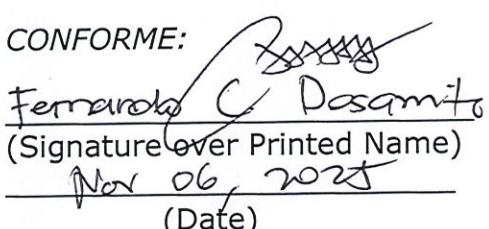
Please be advised that the performance security shall be submitted to PNOC within ten (10) calendar days from receipt of Notice of Award.

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

Very truly yours,


MA. CRISTINA SHEILA C. CABARABAN
President and CEO

CONFORME:


(Signature over Printed Name)
Nov 06, 2025
(Date)

Main Office

-  PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City Taguig, Philippines 1634
-  [+632] 8789 7662
-  www.pnoc.com.ph
-  information@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
-  +63 917 140 5303
-  energysupplybase@pnoc.com.ph

November 24, 2025

MR. FERNANDO C. DESAMITO

CEO / President
OEM Industrial Parts and Construction Services Corporation
878 Himlayan Road, Tandang Sora
Quezon City

NOTICE TO PROCEED

This is to advise you that your offer for the **Rebidding for the Rehabilitation of Bollards at PNOC Industrial Park** with ITB No.: 2025-09-170 amounting to **One Million Four Hundred Ninety-Nine Thousand Four Hundred Forty-Seven Pesos and 04/100 (PhP 1,499,447.04)** has been accepted by the Company.

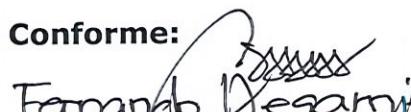
You are hereby directed to proceed with the services for sixty (60) calendar days from receipt of this notice.

The contract agreement to this effect shall be transmitted.

Very truly yours,


MA. CRISTINA SHEILA C. CABARABAN
President and CEO

Conforme:


Fernando Desamito
Authorized Representative

December 01, 2025
Date

Main Office

-  PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City Taguig, Philippines 1634
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**CONTRACT FOR THE REHABILITATION OF BOLLARDS AT PNOC
INDUSTRIAL PARK, MARIVELES, BATAAN**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of _____
2025 by and between:

26 NOV 2025

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, **MA. CRISTINA SHEILA C. CABARABAN**, and hereinafter referred to as the "**COMPANY**";

-and-

OEM INDUSTRIAL PARTS AND CONSTRUCTION SERVICES CORP., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at 878 Unit B Himalayan Road, Tandang Sora, Quezon City, represented herein by its CEO and President, **FERNANDRO C. DESAMITO**, duly authorized for this purpose and hereinafter referred to as "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the COMPANY is in need of a general contractor for the Rehabilitation of Bollards at PNOC Industrial Park, Mariveles, Bataan;

WHEREAS, the COMPANY invited Bids for the Rehabilitation of Bollards at PNOC Industrial Park, Mariveles, Bataan and has accepted a bid by the CONTRACTOR for the supply of those services in the sum of **ONE MILLION FOUR HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED FORTY-SEVEN PESOS AND 04/100 (P1,499,447.04)**, inclusive of Value Added Tax (VAT) and all applicable taxes, (hereinafter referred to as "Contract Price"), work should be completed within 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 agreed as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009, and as applicable, shall form part and be read and construed as integral parts of this Contract, viz.:
 - a) Philippine Bidding Document (PBD);

For Procurement of Infrastructure Projects

- i) Drawings/Plans;
 - ii) Specifications;/Scope of Work;
 - iii) Bill of Quantities;
 - iv) General and Special Conditions of Contract; and
 - v) Supplemental Bid Bulletins, if any;
- b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- 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 Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price aforementioned or such other sums as may be determined in accordance with the terms of the Contract, the Contractor agrees to deliver and perform the items and related services for the Rehabilitation of Bollards at PNOC Industrial Park, Mariveles, Bataan described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
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 PNOC agrees to pay the above-mentioned sum to the Contractor in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
6. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No.

9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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)**

by:

MA. CRISTINA SHEILA C. CABARABAN
President and CEO

sin
ENGR. D. S. INLONG

**OEM INDUSTRIAL PARTS AND
CONSTRUCTION SERVICES CORP.
(CONTRACTOR)**

by:

Fernando C. Desamito
FERNANDRO C. DESAMITO
CEO and President

John
RON JOHNSON PARING

SIGNED IN THE PRESENCE OF:

B. S. Inlong

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES} }
TAGULIG } S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this 11th day of December, 2025 personally appeared:

Name _____

Competent Evidence of Identity

Date/Place Issued

PNOC

by:

MA. CRISTINA SHEILA C. CABARABAN PRC ID No. 0002963 4-25-1995

OEM INDUSTRIAL PARTS AND CONSTRUCTION SERVICES CORP.

by:

FERNANDRO C. DESAMITO PRC ID No. 0083053

exp 11/27/2028

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 Rehabilitation of Bollards at PNOCT Industrial Park, Mariveles, Bataan.

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

Doc. No. 344;
Page No. 70;
Book No. VII;
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.
4.1	No further instruction.
6	The site investigation reports are: Kindly refer to the Scope of Work/Technical Specifications.
7.1	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: <ol style="list-style-type: none"><u>Cash, Cashier's/Manager's Check, issued by Universal or Commercial Bank - Ten Percent (10%) of Total Contract Cost or One Hundred Forty-Nine Thousand Nine Hundred Forty-Four and 70/100 (Php 149,944.70);</u><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 One Hundred Forty-Nine Thousand Nine Hundred Forty-Four and 70/100 (Php 149,944.70);</u><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 Four Hundred Forty-Nine Thousand Eight Hundred Thirty-Four Pesos and 11/100 (Php 449,834.11).</u>
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 Two Thousand Pesos (Php 2,000.00) per day of delay.



hpl/FCE No. 111425-2468
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13	The amount of the advance payment shall not exceed 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	<p>The date by which operating and maintenance manuals are required is Ten (10) calendar days upon acceptance of Punch List.</p> <p>The date by which "as built" drawings are required within Fifteen (15) calendar days upon acceptance of Punch List.</p>
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)

