

November 14, 2025

NOTICE OF AWARD

Subject: ITB No. : 2025-06-142
Project Title : Rebidding for the Groundwater Resource Study – Water Balance Analysis for PNOC Industrial Park

Attention: **MS. KEVIN MICHELLE M. ABELLA**

President and CEO
GreenDevelopment Sustainable Solutions Inc.

Dear Ms. Abella:

This is to advise *GreenDevelopment Sustainable Solutions Inc.* on the acceptance of its bid to undertake the aforementioned project in the total amount of *Fourteen Million Five Hundred Twenty-Eight Thousand Pesos (PhP 14,528,000.00)*, in accordance with our Request for Expression of Interest published on June 19, 2025.

Contract Duration : Three hundred thirty (330) 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:

KEVIN MICHELLE M. ABELLA
(Signature over Printed Name)

25 NOV 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 28, 2025

MS. KEVIN MICHELLE M. ABELLA

President and CEO
GreenDevelopment Sustainable Solutions Inc.
68 Don Alejandro Roces Avenue
Quezon City

NOTICE TO PROCEED

This is to advise you that your offer for the **Rebidding for the Groundwater Resource Study – Water Balance Analysis for PNOC Industrial Park** with ITB No.: 2025-06-142, amounting to **Fourteen Million Five Hundred Twenty-Eight Thousand Pesos (PhP 14,528,000.00)** has been accepted by the Company.

You are hereby directed to proceed with the services for three hundred thirty (330) 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:


KEVIN MICHELLE M. ABELLA
Authorized Representative

03 DECEMBER 2025

Date

Main Office

-  PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City Taguig, Philippines 1634
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CONTRACT FOR GROUNDWATER RESOURCE STUDY – WATER BALANCE ANALYSIS FOR PNOC INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS:

This Contract made the 21 NOV 2025 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 the President and CEO, **MA. CRISTINA SHEILA C. CABARABAN**, and hereinafter referred to as the "COMPANY";

-and-

GREENDEVELOPMENT SUSTAINABLE SOLUTIONS INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at 3/F Unit 8 Arcade 1 Bldg. 68 Don Alejandro Roces Avenue, Brgy. Obrero, Quezon City, represented herein by its President and CEO, **KEVIN MICHELLE M. ABELLA**, duly authorized for this purpose and hereinafter referred to as "CONTRACTOR";

WHEREAS, the COMPANY is in need of a general contractor to undertake the Groundwater Resource Study – Water Balance Analysis for PNOC Industrial Park

WHEREAS, the CONTRACTOR has submitted a responsive bid and was awarded the contract for the procurement in the sum of **FOURTEEN MILLION FIVE HUNDRED TWENTY EIGHT THOUSAND PESOS (P14,528,000.00)**, which shall be paid in accordance with the Terms of Reference (hereinafter called "the Contract Price"), inclusive of Value Added Tax (VAT), if any, and all applicable taxes, which cover all labor cost and cost of supplies, materials and equipment to be completed within 330 days from receipt of Notice to Proceed 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. 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);

i) General and Special Conditions of Contract;

ii) Terms of Reference;

iii) Request for Expression of Interest;

iv) Instructions to Bidders;

v) Bid Data Sheet;

vi) Addenda and/or Supplemental/Bid Bulletins, if any;

vii) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements 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;

viii) Eligibility requirements, documents and/or statements;

ix) Performance Security;

x) Notice of Award of Contract and the Bidder's Conforme thereto; and

xi) Other contract documents that may be required by existing laws and/or the Entity.

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 for the sum of FOURTEEN MILLION FIVE HUNDRED TWENTY EIGHT THOUSAND PESOS (P14,528,000.00) or such other sums as may be ascertained, GREENDEVELOPMENT SUSTAINABLE SOLUTIONS INC. agrees to the Consultancy Services for the Groundwater Resource Study – Water Balance Analysis for PNOC Industrial Park described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. 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.

5. 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

GREENDEVELOPMENT
SUSTAINABLE SOLUTIONS INC.

(CONTRACTOR)

by:

KEVIN MICHELLE M. ABELLA
President and CEO

SIGNED IN THE PRESENCE OF:

Engr. D. S. Inlong

MA. CRISTINA SHEILA C. CABARABAN

MA. CRISTINA SHEILA C. CABARABAN

MA. CRISTINA SHEILA C. CABARABAN

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
QUEZON CITY } S.S.

DEC 12 2025

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ 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:

MA. CRISTINA SHEILA C. CABARABAN PRC ID No. 0002963; exp 09/06/2027

GREENDEVELOPMENT SUSTAINABLE SOLUTIONS INC.

by:

KEVIN MICHELLE M. ABELLA LTO No. No2-10-015764; issued 12/06/2023

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 Consultancy Services for the Contract for Groundwater Resource Study at PNOC Industrial Park.

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

Doc. No. 404;
Page No. 81;
Book No. 501;
Series of 2025.

ATTY. JASCH G. DE BELEN
Roll No. 36259
Adm. No. NP-008 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2025
No. 7M Panay Ave. cor. Sgt. Borromeo St., Q.C.
IBP No. 492597; Q.C., 1-2-2025
PTR No. 7009622; Q.C., 1-2-2025
MCLE VIII-0036344; 6-16-25



Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Funding Source is:</p> <p><i>The Government of the Philippines (GoP) through 2025 Approved Corporate Operating Budget</i></p>
6.2(b)	<p>For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
7	Not applicable
8	Not Applicable.
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: Engr. Domingo S. Inlong OIC Manager, Park Management Department</p> <p>For the Consultant: _____</p>
15.1	<p>The addresses are:</p> <p>Procuring Entity: Philippine National Oil Company</p> <p>Attention: Engr. Domingo S. Inlong Address: PNOC Industrial Park, Brgy. Batangas Dos, Mariveles, Bataan Tel. Nos.: Email Address: dsinlong@pnoc.com.ph</p> <p>Consultants: <i>GreenDevelopment Sustainable Solutions Inc.</i> Attention: <i>Kevin Michelle M. Abella</i> Address: 3/F Unit 8 Arcade 1 Bldg. 68 Don Alejandro Roces Ave., Brgy. Obrero, Quezon City Tel. Nos: 8362-4933 Email Address: kim.abella@greendevsolutions.com</p>
15.2	Notice shall be deemed to be effective as follows:



	<p>(a) in the case of personal delivery, private courier or registered mail, on delivery;</p> <p>(b) in case the notice is sent via the bidder's email, the notice shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p>
18.3	<p><i>State here Consultant's account where payment may be made.</i></p> <p>NOTE: Details of account to be filled out by winning consultant prior to contract signing.</p>
19	No further instructions.
22	Relevant provisions of the RIRR and other existing relevant laws and regulations.
20	<i>The Contract effectivity date shall be indicated in the Notice to Proceed</i>
24	Refer to Terms of Reference
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	Refer to Terms of Reference
38.1(d)	Refer to Terms of Reference
39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.</p> <p>Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.</p>
42.1	No further instructions.
42.4(c)	No further instructions.



52.1	The total ceiling amount in Philippine Pesos is awarded <i>Contract Price inclusive of all applicable Government taxes.</i>
52.2	No further instructions.
53.2	No additional instructions.
53.4	<p>The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening:</p> <ol style="list-style-type: none"> 1. a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV; 2. the following transportation costs: <ol style="list-style-type: none"> (a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class; (b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed; (c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and (d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes,

	<p>passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV;</p> <ol style="list-style-type: none"> 3. the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services; 4. the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV; 5. the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: <i>[insert amount]</i>; 6. the cost of shipment of personal effects up to <i>[insert amount]</i>; 7. the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix IV; 8. the cost of training of the Procuring Entity's personnel outside the Government's country, as specified in Appendix IV; 9. the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV; 10. the foreign currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity; 11. the cost of items not covered in the foregoing but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and 12. any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon. <p>NOTE: Items that are not applicable should be deleted; others may be added.</p> <p>The reimbursable expenditures in local currency shall be as follows:</p> <ol style="list-style-type: none"> 1. a per diem allowance for each of the short-term foreign Personnel (i.e., with less than twelve (12) months consecutive stay in the Government's country) for the first
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	<p>ninety (90) days during which such Personnel shall be in the Government's country;</p> <ol style="list-style-type: none"> 2. a per diem allowance for each of the short-term foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Government's country; 3. a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in the Government's country) at the rates specified in Appendix IV; 4. the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV; 5. the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV; 6. the local currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity; 7. any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and 8. the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity. <p>NOTE: Items that are not applicable should be deleted.</p>
53.5(a)	Please refer to the Terms of Reference.
53.5(c)	The interest rate is zero (0).
55.6	No further instructions.


