

December 16, 2025

NOTICE OF AWARD

Subject: ITB No. : 2025-11-208
Project Title : Rebidding for the Road Repair – Asphalt Overlaying
for 1,195m² Total Area

Attention: **MR. MICHAEL J. DAVID**
Owner/Manager
DAMICO Builder and Supplies

Dear Mr. David:

This is to advise DAMICO Builder and Supplies on the acceptance of its bid to undertake the aforementioned project in the amount of **One Million Seven Hundred Sixteen Thousand Pesos (Php1,716,000.00)**, in accordance with our Invitation to Bid dated November 13, 2025.

Contract Duration : Within fifteen (15) calendar days upon receipt of Notice to Proceed (NTP)

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,


MA. CRISTINA SHEILA C. CABARABAN
President and CEO

CONFORME:

(Signature over Printed Name)

(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





December 23, 2025

MR. MICHAEL J. DAVID
Owner/Manager
Damico Builder and Supplies
Brgy. Parsolingan, Gerona, Tarlac

NOTICE TO PROCEED

This is to advise you that your offer for **Rebidding for the Road Repair – Asphalt Overlaying for 1,195m² Total Area** with ITB No. 2025-11-208 amounting to **PESOS: One Million Seven Hundred Sixteen Thousand Pesos (Php1,716,000.00)**, has been accepted by the Company.

You are hereby directed to proceed with the services within fifteen (15) calendar days upon 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:

Authorized Representative

Date

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**CONTRACT FOR ROAD REPAIR – ASPHALT OVERLAYING
FOR 1,195m² TOTAL AREA**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made the _____ day of 22 DEC 2025 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, **MA. CRISTINA SHEILA C. CABARABAN**, and hereinafter referred to as the "**PNOC**";

-and-

DAMICO BUILDER AND SUPPLIES, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Brgy. Parsolingan, Gerona, Tarlac, represented herein by its Owner/Manager, **MICHAEL J. DAVID**, and hereinafter referred to as "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the PNOC invited Bids for certain goods and ancillary services particularly Road Repair – Asphalt Overlaying for 1,195m² Total Area;

WHEREAS, the CONTRACTOR submitted a responsive bid and was awarded the contract for the procurement in the total amount of **ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND PESOS (Php1,716,000.00)**, hereinafter referred to as the "Contract Price," inclusive of Value Added Tax (VAT) if any, and all applicable taxes, within fifteen (15) calendar days upon 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:

- Philippine Bidding Documents (PDB);
 - Invitation to Bid;
 - Instruction to Bidders;
 - 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;
 - Bid Data Sheet;
 - Schedule of Requirements;
 - Technical Specifications;
 - General and Special Conditions of Contract;
 - Supplemental Bid Bulletins, if any; and
 - Other contract documents that may be required by existing law and/or Entity.
- Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- Performance Security;
- Notice of Award of Contract; and the Bidder's Conforme thereto; and
- 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 of **ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND PESOS (Php1,716,000.00)**, 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 Road Repair – Asphalt Overlaying for 1,195m² described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. 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.

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).

6. Liquidated Damages is at least equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual deliver or performance.

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
(PNOC)

By:


**MA. CRISTINA SHEILA C.
CABARABAN**
President & CEO

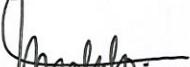
**DAMICO BUILDER AND
SUPPLIES
(CONTRACTOR)**

By:


MICHAEL J. DAVID
Owner/Manager

SIGNED IN THE PRESENCE OF:





Many Grace D. Salcedo

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
} S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of 22 DEC 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 09/06/2027
(expiration date)

DAMICO BUILDER AND SUPPLIES

by:

MICHAEL J. DAVID PRC ID No. 0081539 09/07/2027
(valid until)

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 Road Repair – Asphalt Overlaying for 1,195m² Total Area.

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

Doc. No. 449 ;
Page No. 93 ;
Book No. 00041 ;
Series of 2025.

ENRICO G. BARIN
NOTARY PUBLIC
UNTIL DECEMBER 31 2026
PTN NO 03692405/12-2025
IBP NO 510215/11-26-2024
TARLAC CITY/ROLL NO 37064