

May 21, 2026

NOTICE OF AWARD

Subject: REI No. : 2026-02-016
Project Title : Procurement of Consulting Services for the PNOC
Building 5 and 6 Structural Assessment

Attention: **MR. GILBERT B. MAGBUTAY**
General Manager
GIBMA Engineering Services

Dear **Mr. Magbutay**:

This is to advise GIBMA Engineering Services on the acceptance of its bid to undertake the aforementioned project in the amount of **Eight Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Pesos (Php8,888,888.00)**, in accordance with our Request for Expression of Interest dated February 26, 2026.

Contract Duration : Within one hundred (100) 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,


FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO

CONFORME:


GILBERT B. MAGBUTAY
(Signature over Printed Name)

29 MAY 2026
(Date)



June 10, 2026

MR. GILBERT B. MAGBUTAY

General Manager

GIBMA Engineering Services

93 Kalikasan St. Karangalan Village Phase 2A

Brgy. Dela Paz, Pasig City

NOTICE TO PROCEED

This is to advise you that your offer for the **Procurement of Consulting Services for the PNOC Building 5 and 6 Structural Assessment** with REI No. 2026-02-016 amounting to ***Eight Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Pesos (Php8,888,888.00)***, has been accepted by the Company.

You are hereby directed to proceed with the services within one hundred (100) calendar days upon receipt of this notice.

The contract agreement to this effect shall be transmitted.

Very truly yours,

FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO

Conforme:

Authorized Representative

Date



Main Office:
PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City Taguig, Philippines 1634
Industrial Park:
Barangay Batangas Dos, Mariveles Bataan, Philippines 2105



Main Office:
[+632] 8789 7662
Industrial Park:
[+6347] 244 5884 and 633 4175



Main Office:
information@pnoc.com.ph
Industrial Park:
pnocindustrialpark@gmail.com

**CONTRACT FOR PROCUREMENT OF CONSULTING SERVICES
FOR THE PNOC BUILDING 5 AND 6 STRUCTURAL ASSESSMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made the _____ day of JUN 24 2026 2026 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, **FRANZ JOSEF GEORGE E. ALVAREZ**, and hereinafter referred to as the "**PNOC**";

-and-

GIBMA ENGINEERING SERVICES, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 93 Kalikasan St. Karangalan Village Phase 2A, Brgy. Dela Paz, Pasig City, represented herein by its General Manager, **GILBERT B. MAGBUTAY**, and hereinafter referred to as "**CONSULTANT**";

WITNESSETH:

WHEREAS, the PNOC invited bids for certain consulting services particularly the procurement of Consulting Services for the PNOC Building 5 and 6 Structural Assessment;

WHEREAS, the CONSULTANT submitted a Bid and was awarded the contract for the procurement in the total amount of **EIGHT MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT PESOS (Php8,888,888.00)**, hereinafter referred to as the "Contract Price," inclusive of Value Added Tax (VAT) if any, and all applicable taxes, in accordance with the terms and conditions set forth in this Contract, within one hundred (100) calendar days upon receipt of Notice to Proceed (NTP);

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 Documents (PBD);
 - i) General and Special Conditions of Contract;
 - ii) Terms of Reference;
 - iii) Request for Expression of Interest;
 - iv) Instruction to Bidders;
 - v) Bid Data Sheet;
 - vi) Addenda and/or Supplemental Bid Bulletins, if any;
 - vii) Bid form, 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; and
 - ix) 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 of the Contract Price of **EIGHT MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT PESOS (Php8,888,888.00)**, or such other sums as may be determined in accordance with the terms of the Contract, the CONSULTANT agrees to deliver and perform the items and related services for the procurement of consulting services for the PNOC Building 5 and 6 Structural Assessment 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 CONSULTANT 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 unperformed portion for every day of delay until actual delivery of 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.

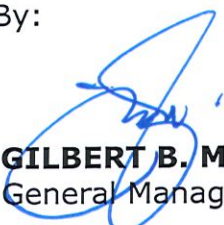
**PHILIPPINE NATIONAL OIL
COMPANY
(PNOC)**

**GIBMA ENGINEERING
SERVICES
(CONSULTANT)**

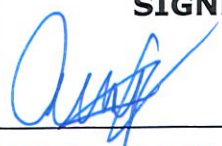
By:

By:


FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO


GILBERT B. MAGBUTAY
General Manager

SIGNED IN THE PRESENCE OF:



ATTY. AROLF E. GUYOM



GIBSON DOMINICA MAGBUTAY

[Signature]

Impl/FCE No. 060426-2540

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
QUEZON CITY} S.S.

JUN 24 2026

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of _____, 2026 personally appeared:

Name

Competent Evidence of Identity

Date/Place Issued

PNOC

by:

**FRANZ JOSEF GEORGE
E. ALVAREZ**

GIBMA ENGINEERING SERVICES

by:

GILBERT B. MAGBUTAY

PHILIPPINE PASSPORT
P5511514A

04 JAN 2018 / MANILA

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 Procurement of Consulting Services for the PNOC Building 5 and 6 Structural Assessment.

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

Doc. No. 381;
Page No. 77;
Book No. V;
Series of 2026.

[Signature]
ATTY. MA. CECILIA T. ABAYON
NOTARY PUBLIC

Admin Matter No. NP233 (2025-2028)
PTR No. 7473354/ 1.6.2026/Valid Until December 2026
IBP OR No. 577526 / Dec 30, 2025/ Q.C.
Roll No. 84156
MCLE Compliance No. VIII-0004212, April 14, 2028
Rm312 ACRE Bldg 137 Malakas St., Brgy Central, Quezon City

Special Conditions of Contract

GCC Clause	
1.1	The Procuring Entity is <i>Philippine National Oil Company (PNOC)</i> .
1.2	The Consultant is <i>GIBMA Engineering Services</i>
1.3	The Funding Source is: <i>Select one, delete the other:</i> <i>If the Funding Source is GoP: The Government of the Philippines (GoP) through 2026 Approved Corporate Operating Budget.</i>
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause 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 agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	Not applicable.
8	Not Applicable.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: Mr. Joseph Edgar C. Ragasa For the Consultant: Mr. Gilbert B. Magbutay
15.1	The Procuring Entity's address for Notices is: <i>PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City</i> Contact No.: 8789-7662 The Consultant's address for Notices is: <i>93 Kalikasan St. Karangalan Village Phase 2A, Brgy. Dela Paz, Pasig City</i>
15.2	No further instructions
18.2	<i>State here Consultant's account where payment may be made.</i> NOTE: <i>Details of account are to be filled out by the winning consultant prior to contract signing.</i>
19	No further instructions.
Error! Reference	No additional provision.

source not found.	
22	The effectiveness conditions are indicated in the Notice to Proceed
24	The time period shall be <i>one hundred (100) calendar days</i> from the date of receipt of the Notice to Proceed.
37.2	<i>Not applicable.</i>
38.1	No further instructions.
41(c)	No further instructions.
42.5	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. 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.
45.4(c)	No further instructions.
53.1	The total ceiling amount in Philippine Pesos is <i>Eight Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Pesos (Php8,888,888.00)</i> .
53.2	No further instructions.
54.2	No additional instructions.
54.4	The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening: 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: 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, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV;
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 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

	11) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon. The reimbursable expenditures in local currency shall be as follows: 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 ninety (90) calendar days during which such Personnel shall be in the Government's country; 2) a per diem allowance for each of the short-term foreign Personnel for each day in excess of ninety (90) calendar 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, 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) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and 7) 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.
54.5(a)	No advance payment is allowed.
54.5(c)	The interest rate is: zero
56.6	<i>The similar rates or unit prices mutually agreed upon by the Procuring Entity and the Consultant, or if not available, the applicable or current rates and prices to cover the amended or additional items in the consultancy contract, which does not exceed 20% of the contract price.</i>