



June 15, 2026

NOTICE OF AWARD

Subject: ITB No. : 2026-04-038
Project Title : Rebidding for the Repair of Jetty Structures

Attention: **MR. EDUARD C. CHONG**
President
EC Structural Composites, Inc.

Dear **Mr. Chong**:

This is to advise *EC Structural Composites, Inc.* on the acceptance of its bid to undertake the aforementioned project in the amount of *Seventy-Four Million Eight Hundred Thousand Pesos (Php 74,800,000.00)*, in accordance with our Invitation to Bid posted on April 23, 2026.

Contract Duration : Two hundred fifty (250) calendar days from receipt
Notice to Proceed

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 original copy to us.

Very truly yours,


FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO

CONFORME.


(Signature over Printed Name)

23 JUN 2026
(Date)



Main Office

PNOC Building 6, Energy Center, Rizal Drive,
Bonifacio Global City, Taguig, Philippines 1634
+63 (2) 8789 2642
energy@pnoc.com.ph

Industrial Park

Barangay Batangas Dos, Marikina Batasan,
Philippines 2105
+63 (47) 244 5884 and 88
industrial@pnoc.com.ph

Energy Supply Base

Barangay Monagh, Marikina Batangan,
Philippines 4202
+63 917 140 5303
energy@pnoc.com.ph



July 9, 2026

MR. EDUARD C. CHONG

President

EC Structural Composites, Inc.

4th Floor EC Center Bldg. Mindanao Ave. Ext.

Pasong Putik, Quezon City

NOTICE TO PROCEED

This is to advise you that your offer for *the Rebidding for the Repair of Jetty Structures* with ITB No.: 2026-04-038, amounting to *Seventy-Four Million Eight Hundred Thousand Pesos (Php 74,800,000.00)* has been accepted by the Company.

You are hereby directed to proceed with the services for two hundred fifty (250) calendar days from receipt of this notice.

The contract agreement to this effect shall be transmitted.

Very truly yours,

FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO

Conformer:

EDUARD C. CHONG

Authorized Representative

20 JUL 2026

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 REPAIR OF JETTY STRUCTURES

KNOW ALL MEN BY THESE PRESENTS:

This Contract made the _____ day of 15 JUL 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-

EC STRUCTURAL COMPOSITES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 4th Floor EC Center Bldg., Mindanao Ave. Ext. Pasong Putik, Quezon City, represented herein by its President, **EDUARD C. CHONG**, and hereinafter referred to as "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the PNOC invited Bids for certain goods and ancillary services particularly the Repair of Jetty Structures;

WHEREAS, the CONTRACTOR submitted a responsive bid and was awarded the contract for the procurement in the total amount of **SEVENTY-FOUR MILLION EIGHT HUNDRED THOUSAND PESOS (Php74,800,000.00)**, inclusive of Value Added Tax (VAT) if any, and all applicable taxes, hereinafter referred to as the "Contract Price," in accordance with the terms and conditions set forth in this Contract within two hundred fifty (250) calendar days upon receipt of 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 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) Drawings/Plans;
- ii) Scope of Work;
- iii) Invitation to Bid;
- iv) Instruction to Bidders;
- v) Bid Data Sheet;
- vi) 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;
- vii) Bill of Quantities;
- viii) General and Special Conditions of Contract;
- ix) Supplemental Bid Bulletins, if any; and
- x) 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 **SEVENTY-FOUR MILLION EIGHT HUNDRED THOUSAND PESOS (Php74,800,000.00)**, 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 Repair of Jetty Structures 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 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)**

By:

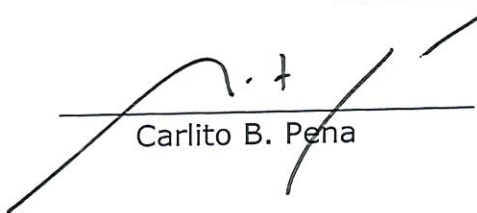

FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO

**EC STRUCTURAL COMPOSITES,
INC.
(CONTRACTOR)**

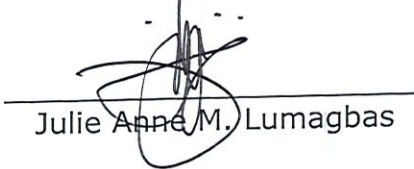
By:


EDUARD C. CHONG
President

SIGNED IN THE PRESENCE OF:



Carlito B. Pena



Julie Anne M. Lumagbas

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
 } S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____ day of JUL 15 2026, 2026 personally appeared:

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

by:

FRANZ JOSEF GEORGE E. ALVAREZ Passport No. P0868007C valid until 10 July 2032

EC STRUCTURAL COMPOSITE, INC.

by:

EDUARD C. CHONG Passport No. P2839250B valid until 22 Aug 2029

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 Repair of Jetty Structures.

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

Doc. No. 124;
 Page No. 24;
 Book No. 11;
 Series of 2026.

ATTY. JAN ELEAZAR A. JIMENEZ
 NOTARY PUBLIC FOR THE PHILIPPINES
 A.M. NO. 63 (EXPIRES DEC. 2027)
 ROLL OF ATTORNEYS NO. 88603
 IBP NO. 592082 JAN 08, 2005 QUEZON CITY
 PTR NO. 7054982; 06 JANUARY, QUEZON CITY
 MCLE COMPLIANCE NO. VIII-0015167
 4R FUTURE POINT, PLAZA III PANAY AVENUE Q.C.

Special Conditions of Contract

GCC Clause	
1.1	The Intended Completion Date is <i>two hundred fifty (250) calendar days</i>. <i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i>
1.2	The Procuring Entity is <i>Philippine National Oil Company, PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City</i>
1.3	The Site is located at <i>PNOC Industrial Park, Brgy. Batangas Dos, Mariveles, Bataan</i>
1.4	The Start Date shall be the date of receipt of the Notice to Proceed.
1.5	The Works consist of <i>Retrofitting of jetty piles by concrete enlargement and application of corrosion protection system, Retrofitting by steel patching of jetty piles and application of corrosion protection system and Repair of pile caps by removal of loose concrete and application of concrete epoxy.</i>
2.2	<i>For completion of the Works, refer to Specifications/Scope of Works</i>
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor <i>at the agreed start date.</i>
6.5	The Contractor shall employ the following Key Personnel: <i>[List key personnel by name and designation]</i> <i>Project Manager – Carlo Magno M. Gatbonton</i> <i>Site Engineer – Allan Paul B. De Castro</i> <i>Material / Quality Control Engineer – Jake Andrew Idea</i> <i>Construction Safety and Health Officer – Richard O. Ureta</i> <i>Foreman – Michael B. Rosales, Jamil B. Bance</i> <i>Welder – Jesus Loberiano Jr., Jovan Colarte, Randy Lasprillas,</i> <i>Michael Basagre, Janrey Dador, Elenorio Prestado Jr.</i> <i>Diver – Ryan Dela Cerna, Joemarie Cabagte</i> <i>Skilled Worker -Ener Lariosa, Rex Gonzales Winston Talavera,</i> <i>Jay Dignum Mark Cris Repaja, Jordan Leonor, Cesar San Roman Jr.,</i> <i>Casimiro Buendia Jr., Jason Valenzuela, Dexter Villegas,</i> <i>Rholdan Melgar, Roderick Dela Cruz, Dominador Ecleo Jr.,</i> <i>Jerome Alfredo Pia</i>
7.1	No further instructions.
8.1	The amount of the advance payment is <i>Eleven Million Two Hundred Twenty Thousand Pesos (Php11,220,000.00), to be made in lump sum.</i>

9.1	Materials and equipment delivered onsite but not yet incorporated in the Works shall be included for payment.
9.4	All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, at the option of the Procuring Entity. The first progress payment may be paid by the Procuring Entity to the Contractor; Provided, that at least <i>twenty percent (20%)</i> of the Works has been accomplished as certified by the Procuring Entity.
12	Performance Security 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 winning Contractor shall furnish the Performance Security in any forms such as: <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)</u> – Thirty Percent (30%) of Total Contract Cost or PhP22,440,000.00 <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</u> – Ten Percent (10%) or PhP7,480,000.00 <u>Cash, Cashier's/Manager's Check confirmed by a Universal or Commercial Bank</u> – Ten Percent (10%) of Total Contract Cost or PhP7,480,000.00
12.7	No further instructions.
13.1	The site investigation reports are: <i>Construction Methodology, Inspection and Test Plan, BOQ with Weighted Percentage, Manpower Histogram, Tools and Equipment Histogram, Quality Control Plans, Work Schedule and S-Curve and Construction Safety and Health Program.</i>
15.3	No further instructions.
15.5	<i>Warranty against Structural Defects or Failures, except those occasioned by force majeure:</i> <i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH</i>

	<i>Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i>
19.2	The Arbitrator is the person appointed jointly by the Procuring Entity and the Contractor: <i>[Insert name]</i> <i>[Insert address]</i>
20	No additional provision.
25(a)	No further instructions.
27.2	<i>Violations which will warrant suspension which may include, but is not limited to the following violations:</i> a) Failure of the Contractor, due solely to its fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP"); b) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following: i) Employment of competent technical personnel, competent engineers and/or work supervisors; ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions; iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions; iv) Deployment of committed equipment, facilities, support staff and manpower; and v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.

	c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Procuring Entity. d) Poor performance by the Contractor or unsatisfactory quality and/or progress of work arising from its fault or negligence as reflected in the CPES rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the Procuring Entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance: i) Negative slippage of fifteen (15%) and above within the critical path of the project due entirely to the fault or negligence of the Contractor; and ii) Quality of materials and workmanship not complying with the approved specifications arising from the Contractor's fault or negligence. e) Willful or deliberate abandonment or non-performance of the project or contract by the Contractor resulting to substantial breach thereof without lawful and/or just cause. In addition to the penalty of suspension, the performance security posted by the Contractor shall also be forfeited.]
31.1	No dayworks are applicable to the contract.
33.1	The Contractor shall submit the Program of Work to the Procuring Entity within fifteen (15) calendar days of delivery from the Notice of Award.
33.3	The period between Program of Work updates is <i>thirty (30) days</i>. The amount to be withheld for late submission of an updated Program of Work is <i>one percent (1%) of the contract amount</i>.
36.3	The Funding Source is the <i>Government of the Philippines</i> .
43.1	The percentage to apply to the value of the work not completed is <i>0.10% of the contract amount</i> .
44.5	<i>Cases when extension of contract time may be granted: Refer to Specifications / Scope of Works</i>
48.1	The date by which "as built" drawings are required is <i>fifteen (15) days upon completion of the project</i> .
48.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>0.1% of the contract amount</i> .