PNOC
The Energy Company

BAGONG PILIPINAS

October 30, 2026

NOTICE OF AWARD

Subject: ITB No. : **2026-09-104**
Project Title: **Land Development at Bataan Properties – Area 1 (Design and Build of Site Levelling Works)**

Attention: **MR. BERNARDO B. GO, JR.**
Chairman/ Authorized Managing Officer
Yurich Builders and Construction Supply Inc.

Dear Mr. Go,

This is to advise **Yurich Builders and Construction Supply Inc.** on the acceptance of its bid to undertake the aforementioned project in the amount of ***One Hundred Sixty – Six Million Nine Hundred Fifty – Eight Thousand Five Hundred Three Pesos and 8/100 (Php 166,958,503.08),*** in accordance with the Invitation to Bid No. 2026-09-104 dated on September 22, 2026.

Contract Duration: Within **One Hundred Fifty (150) Calendar Days** upon receipt of Notice to Proceed (NTP).

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:

BERNARDO B. GO JR.
(Signature over Printed Name)

10/30/26
(Date)

November 4, 2026

MR. BERNARDO B. GO, JR.
Chairman/ Authorized Managing Officer
Yurich Builders and Construction Supply Inc.
Pajo River Sitio Tatabyunan, Campong Ulay, 5323, Rizal, Palawan

NOTICE TO PROCEED

This is to advise you that your offer for the **Land Development at Bataan Properties – Area 1 (Design and Build of Site Levelling Works)** with Invitation to Bid Number 2026-09-104 amounting to ***One Hundred Sixty – Six Million Nine Hundred Fifty – Eight Thousand Five Hundred Three Pesos and 8/100 (Php 166,958,503.08),*** has been accepted by the company.

You are hereby directed to proceed with the service upon receipt of this notice, with contract duration of **One Hundred Fifty (150) Calendar Days.**

Very truly yours,

FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO

CONFORME:

Bernardo GO JR
(Signature over Printed Name)

11/05/26
(Date)

CONTRACT FOR LAND DEVELOPMENT AT BATAAN PROPERTIES (AREA 1) (DESIGN AND BUILD OF SITE LEVELING WORKS)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made the _____ day of _____ 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 the President and CEO, **FRANZ JOSEF GEORGE E. ALVAREZ,** and hereinafter referred to as the **"COMPANY";**

-and-

YURICH BUILDERS AND CONSTRUCTION SUPPLY INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at Pajo River, Sitio Tatabyunan, Campong Ulay, 5323, Rizal, Palawan, represented herein by its Chairman/Authorized Managing Officer, **BERNARDO B. GO JR.,** duly authorized for this purpose and hereinafter referred to as **"CONTRACTOR";**

WHEREAS, the COMPANY is in need of a general contractor to undertake the land development at Bataan Properties (Area 1) (Design and Build of Site Leveling Works) for the Philippine Strategic Petroleum Reserve Project.

WHEREAS, the CONTRACTOR has submitted a responsive bid and was awarded the contract in the sum of **ONE HUNDRED SIXTY SIX MILLION NINE HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED THREE AND 08/100 PESOS (P166,958,503.08),** 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, 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. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2025 revised implementing Rules and Regulations of the Republic Act No. 12009, shall be deemed to form and be read and construed as integral part 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 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 to 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 payments to be made by the COMPANY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the COMPANY to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The COMPANY 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:

FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO

YURICH BUILDERS AND CONSTRUCTION SUPPLY INC.
(CONTRACTOR)

by:

BERNARDO B. GO JR.
Chairman

SIGNED IN THE PRESENCE OF:

CARLITO B. PEÑA

_____

ACKNOWLEDGMENT

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

05 NOV 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	Passport No. P0868007C; exp 07/10/2032	
YURICH BUILDERS AND CONSTRUCTION SUPPLY INC.		
by:		
BERNARDO B. GO JR.	SSS 04-1513322-9	

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 Land Development at Bataan Properties (Area 1) (Design and Build of Site Leveling Works).

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

Doc. No. 80;
Page No. 17;
Book No. IX;
Series of 2026.

CARL PHILIP N. BATUCAN
NOTARY PUBLIC
ROLL NO. 67061
TAGUIG CITY, PHILIPPINES

CARL PHILIP N. BATUCAN
Appointment No. 4 (2026-2027)
Notary Public for Taguig City
Until 31 December 2027
PNOC Bldg. VI, Energy Center, Rizal Drive
Bonifacio Global City, Taguig
Roll No. 67061
PTR No. 6043073/01-06-2026/Mandaluyong
IBP No. 581950/01-01-2026
MCLE Compliance No. VIII-BEP000168

Special Conditions of Contract

<table>
<tr><th>GCC Clause</th><th></th></tr>
<tr><td>1.1</td><td>The Intended Completion Date is within One Hundred Fifty (150) calendar days.

NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</td></tr>
<tr><td>1.2</td><td>The Procuring Entity is Philippine National Oil Company with office address PNOC Building VI, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City</td></tr>
<tr><td>1.3</td><td>The Site is located at PNOC Industrial Park, Brgy. Batangas Dos, Mariveles, Bataan and is defined in drawings No. Section VII Drawings.</td></tr>
<tr><td>1.4</td><td>The Start Date is upon receipt of the Notice to Proceed (NTP).</td></tr>
<tr><td>1.5</td><td>The Works consist of:

Phase 1 – Detailed Engineering Design (DED); and

Phase 2 – Site Leveling/ Earthworks</td></tr>
<tr><td>2.2</td><td>If different dates are specified for completion of the Works by section ("sectional completion"), these dates should be listed here</td></tr>
<tr><td>5.1</td><td>The Procuring Entity shall give possession of all parts of the Site to the Contractor upon receipt of the Notice to Proceed (NTP).</td></tr>
<tr><td>6.5</td><td>The Contractor shall employ the following Key Personnel:
<table>
<tr><th><u>Name</u></th><th><u>Designation</u></th></tr>
<tr><td>1. Engr. Efren G. Reyes</td><td>Project Manager</td></tr>
<tr><td>2. Engr. Remy Conde</td><td>Project Engineer</td></tr>
<tr><td>3. Engr. Jayvee John C. Amador</td><td>Materials/ Quality Control Engineer</td></tr>
<tr><td>4. Engr. Godofredo S. Dagdag, Jr.</td><td>Geodetic Engineer</td></tr>
<tr><td>5. Engr. Michael Paolo V. Follosco</td><td>Civil/ Geotechnical Engineer/ Geologist</td></tr>
<tr><td>6. Jan Ray Caabay</td><td>Construction Safety and Health Officer</td></tr>
<tr><td>7. Frederick Luna</td><td>Foreman</td></tr>
</table>
</td></tr>
</table>

	8. Engr. Ricardo C. Estoya, Jr.	*Design Construction Manager*
	9. Engr. John Paul S. Mercado	*Structural Engineer*
	10. Engr. Melvin Blanco Solomon	*Hydrologist/ Hydraulic Engineer*
7.1	The winning contractor may subcontract specialized portions of the works (such as topographical surveys, geotechnical testing, laboratory soil analysis and other study stated in the phase 1 - Detailed of Engineering) in accordance with the fit-for-purpose and proportionality principles of Republic Act No. 12009. However, core earthmoving, clearing, grubbing, and site flattening execution responsibilities shall not be fully assigned or transferred. The bidder must declare its intent to engage specialized third-party subcontractors. The formal engagement of any subcontractor remains strictly subject to the prior written review and approval of the Philippine National Oil Company.	
8.1	The amount of the advance payment is ***fifteen percent (15%) of the contract amount or Twenty Five Million Forty – Three Thousand Seven Hundred Seventy – Five Pesos and 46/100 (Php25,043,775.46)***, *to be made in* ***lump sum.***	
9.1	No further instructions.	
9.4	The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.	
12.7	No further instructions.	
13.1	The Contractor must provide the following tracking documentation across distinct project milestones: **Phase 1:** a. Report to include, among others, DED work program, Gannt Chart, and S-Curve ; b. Survey Control and Topographic Survey Data; c. Geotechnical investigation plan, borehole logs, test results, and geotechnical report; d. Engineering calculations and design analyses; e. Geometric Design (Horizontal and Vertical Alignment); f. Detailed cut-and-fill plans, earthwork quantity computations, and Mass Haul Diagram; g. Slope stability analysis and final slope recommendations; h. Technical specifications; i. Hydrology & Drainage Report	

	j. Grading Plan k. Retaining Structure Design l. Utilities Corridor Plan m. Erosion and Sediment Control Plan n. Final Phase 1 BOQ and detailed cost estimate; o. Complete signed and sealed DED drawings and design report, and submitted to the satisfaction of the PNOC Management (3 sets of A0 size, 2 sets of A3 size, and soft copy in USB); p. Responses to PNOC comments and revised DED submissions. **Phase 2:** **a.** Detailed Construction Work Schedule- PERT/CPM/ Gantt Chart, and S-Curve; **b.** Construction Safety and Health Program (CSHP), **c.** Key personnel PRC licenses and Certificate of Employment (COEs); **d.** Copies of the results of Test Pit and CBR Testing; **e.** Slope Stability Analysis and Geotech Certificate of Stability (indicating that "Slopes are stable per design") **f.** Quality Control Reports (Field Density Test, Compaction, Rock Classification) **g.** Inspection Requests (For clearing, subgrade, each fill lift, walls) **h.** Official Project Completion Report; **i.** Material Testing Results; **j.** Verified As-Built Survey and As-Built Drawings, signed and sealed by a duly Licensed Civil Engineer, and submitted to the satisfaction of the PNOC Park Management (3 sets of A0 size, 2 sets of A3 size, and soft copy in USB) **k.** O&M Manual for Slopes (Maintenance Guide for drains, hydroseed) **l.** Certificate of Completion signed-off by Professional Engineer that levelling is complete per TOR/SOW
15.3	No further instructions.
15.5	***One (1) year*** *reckoned from the date of final turn-over and acceptance.*
19.2	The Arbitrator is the person appointed jointly by the Procuring Entity and the Contractor.
20	No additional provision.
25(a)	No further instructions.

27.2	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 Constructor's Performance Evaluation System ("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 ***Seven (7) calendar*** **days** of delivery from the Notice of Award.
33.3	The period between Program of Work updates is every ***Thirty (30) Calendar*** **days.** The amount to be withheld for late submission of an updated Program of Work is ***One Half of One Percent (0.5%) of Contract Amount.***
36.3	The Funding Source is the *Government of the Philippines.*
43.1	The percentage to apply to the value of the work not completed is ***One Tenth of One Percent (0.1%) of the cost of unperformed portion (without approval from PNOC) per calendar day. Liquidated Damages shall not exceed ten percent (10%) of the total contract amount.***
44.5	*Extension of contract time may be granted on these cases:* a) rainy/unworkable days considered unfavorable for the prosecution of the Works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or b) major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, c) delays attributable to the Procuring Entity, such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and d) other meritorious causes as determined by the Procuring Entity and approved by the HoPE such as shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided, they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others.

48.1	The date by which operating and maintenance manuals are required is ***fourteen (14) calendar days.*** The date by which "as built" drawings are required is ***fourteen (14) calendar days*** *following site completion.*
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 ***One Percent (1%) of the total contract amount until as-built are submitted and approved.***