

November 04, 2022

NOTICE OF AWARD

Subject: ITB No. : 2022-08-193
Project Title : Staff House Conference Building Repair (Roofing and Exterior/Interior Repainting)

Attention: **MR. RAFAEL M. DE JESUS**
Authorized Representative
De Jesus Construction

Dear Mr. De Jesus:

This is to advise De Jesus Construction on the acceptance of its bid to undertake the aforementioned project in the amount of **One Million Four Hundred Forty-Eight Thousand Sixty-Six Pesos and 84/100 (Php 1,448,066.84)**, in accordance with our Invitation to Bid dated September 06, 2022.

Contract Duration: Seventy (70) Calendar Days from the receipt of the 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 other copies to us.

Very truly yours,

JESUS CRISTINO P. POSADAS
President and CEO

CONFORME

RAFAEL M. DE JESUS
(Signature over Printed Name)

11-9-22
(Date)

Philippine National Oil Company



O T H 4 C 3 7 4 5 7 D

November 28, 2022

MR. RAFAEL M. DE JESUS
Managing Officer
DE JESUS CONSTRUCTION
Sibacan Road, Sibacan, Balanga City, Bataan

NOTICE TO PROCEED

This is to advise you that your offer for Staff House Conference Building Repair (Roofing and Exterior/Interior Repainting) with Project No. 2022-08-193, amounting to **One Million Four Hundred Forty-Eight Thousand Sixty-Six Pesos and 84/100 (Php 1,448,066.84)** has been accepted by the Company.

You are hereby directed to proceed with the same for Seventy (70) calendar days from the receipt of this notice.

The contract agreement to this effect shall be transmitted.

Very truly yours,

JESUS CRISTINO P. POSADAS
President and CEO

Conforme:

Authorized Representative

Date

**2022 CONTRACT OF STAFF HOUSE CONFERENCE BUILDING REPAIR
(ROOFING AND EXTERIOR/INTERIOR REPAINTING)**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made the ____ day of _____ 2022 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, **JESUS CRISTINO P. POSADAS**, and hereinafter referred to as the "COMPANY";

-and-

DE JESUS CONSTRUCTION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at Sibacan Road, Sibacan, Balanga City, Bataan, represented herein by its Managing Officer, **RAFAEL M. DE JESUS**, duly authorized for this purpose and hereinafter referred to as "CONTRACTOR";

WITNESSETH:

WHEREAS, the COMPANY is in need of a general contractor to undertake the repair (roofing and exterior/interior repainting) of the staff house conference building in Limay, Bataan. The COMPANY invited Bids for the repair (roofing and exterior/interior repainting) of the staff house conference building in Limay, Bataan has accepted a Bid by the CONTRACTOR for the supply of those services in the sum of **ONE MILLION FOUR HUNDRED FORTY EIGHT THOUSAND SIXTY SIX and 84/100 PESOS (Php1,448,066.84)** which shall be paid in accordance with Annex E of the IRR of RA 9184, 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 Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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- (i) Philippine Bidding Documents (PBD);
 - i. Drawings;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract; and
 - v. Supplemental or Bid Bulletins, if any
 - (ii) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid Form, including all the documents/statements contained on 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;
 - (iii) Performance Security;
 - (iv) Notice of Award of Contract; and the Bidder's conforme thereto; and
 - (v) Other contract documents that maybe required by existing laws and/or Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of ONE MILLION FOUR HUNDED FORTY EIGHT THOUSAND SIXTY SIX and 84/100 PESOS (Php1,448,066.84) or such other sums as may be ascertained, DE JESUS CONSTRUCTION agrees to the repair (roofing and exterior/interior repainting) of the staff house conference building in Limay, Bataan within 70 calendar days upon Receipt of Notice to Proceed in accordance with its Bid.

4. The PHILIPPINE NATIONAL OIL COMPANY agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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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

DE JESUS CONSTRUCTION

(COMPANY)

(CONTRACTOR)

by:

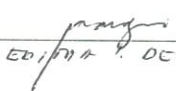

JESUS CRISTINO P. POSADAS
President and CEO

by:


RAFAEL M. DE JESUS
Managing Officer

SIGNED IN THE PRESENCE OF:


EFREN A. LEGASPI


EDIPINA P. DE JESUS

pi

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
 } S.S.

DEC 01 2022

BEFORE ME, a Notary Public for and in the above jurisdiction, this ____ day of _____, 2022 personally appeared:

Name Competent Evidence of Identity Date/Place Issued

PNOG

by:

JESUS CRISTINO P. POSADAS Passport No. S0008906A issued 11/20/2017

DE JESUS CONSTRUCTION

by:



RAFAEL M. DE JESUS Driver's License No. Co2-82-005566 expires on 01/01/2023

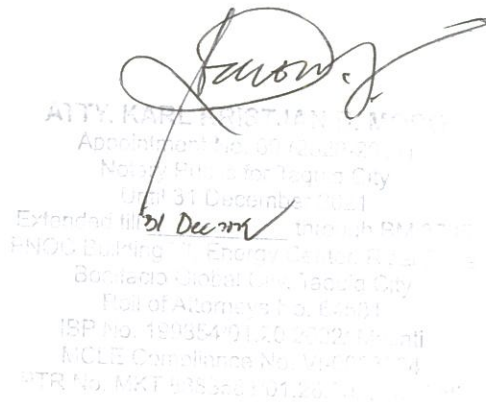
known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the corporations represented herein and that they are authorized to sign the 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 2022 Contract of Staff House Conference Building Repair.

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

Doc. No. 16;
Page No. 5;
Book No. II;
Series of 2022.

2022 Contract of Staff House Conference Building Repair
/cpnb



ATTY. KAREL KRISTIAN G. MANALO
Appointment No. 69 (Quartermaster)
Notary Public for Taguig City
Until 31 December 2021
Extended till 31 Dec 2022 thru Lk RM 2021
PNOG Building - Energy Center Road -
Bonifacio Global City, Taguig City
Roll of Attorneys No. 63821
ISP No. 199354-01-20-2022-18-anti
MCLE Compliance No. V01-03-2021
PTR No. MKT 508 366 P01,2021-12-31-2022



Special Conditions of Contract

GCC Clause	
3	<p>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 successful bidder shall furnish the Performance Security in any form such as:</p> <p style="margin-left: 40px;">a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank - <u>Five Percent (5%) of Total Contract Cost or Seventy Two Thousand Four Hundred Three and 34/100 Pesos (P72,403.34)</u></p> <p style="margin-left: 40px;">b. Bank draft/guarantee or 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>Five Percent (5%) of Total Contract Cost or Seventy Two Thousand Four Hundred Three and 34/100 Pesos (P72,403.34)</u></p> <p style="margin-left: 40px;">c. 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 Four Hundred Thirty Four Thousand Four Hundred Twenty and 05/100 Pesos (P434,420.05)</u></p>
6	<p><i>Liquidated damages is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance</i></p>
7.2	<p>The warranty shall be five (5) years on materials and workmanship reckoned from the date of final turnover and acceptance except those occasioned by force majeure.</p>
10	<p>No day works are applicable to the contract</p>
11.1	<p>The Contractor shall submit the program of work to the Procuring Entity's representative within twenty (20) calendar days after receipt of the Notice of Award</p>
11.2	<p>The amount to be withheld for late submission of an updated Program of Work is <i>one tenth of one percent (1/10 of 1%) of the total amount of the contract.</i></p>

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13	The amount of the advance payment is 15% of the contract amount
15.1	The date by which "as built" drawings of roofing and electrical layout are required within twenty (20) calendar days upon acceptance of the Punch List.
15.2	The amount to be withheld for failing to produce "as built" drawings by the date required is <i>five (5%) percent of the total amount of the contract</i>

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