

April 27, 2023

NOTICE OF AWARD

Subject: ITB No. : 2023-01-037
Project Title : Rebidding for the Supply, Delivery, Testing and Commissioning of Brand New Fire Truck

Attention: **MR. ARIEL V. BASAS**
Authorized Representative
BOSTON HOME INCORPORATED

Dear Mr. Basas:

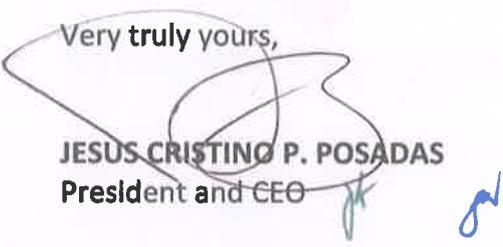
This is to advise Boston Home Incorporated on the acceptance of its bid to undertake the aforementioned project in the amount of **Twenty-Eight Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Pesos (Php 28,888,888.00)**, in accordance with our Invitation to Bid dated January 24, 2023.

Contract Duration: One Hundred Eighty (180) calendar days upon receipt of the Notice to Proceed

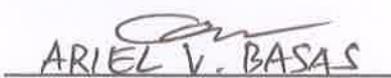
Please be advised that the performance security shall be submitted to the Company within ten (10) calendar days from receipt of Notice of Award.

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:


ARIEL V. BASAS
(Signature over Printed Name)
May 3, 2023
(Date)

Philippine National Oil Company



MAIN OFFICE

PNOC Building 6, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig, Philippines 1634
(+632) 8789 7662
www.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
+63 917 515 4036
energysupplybase@pnoc.com.ph

June 19, 2023

MR. ARIEL V. BASAS
Authorized Representative
BOSTON HOME INCORPORATED
168 Apo Street, Barangay Maharlika
Quezon City

NOTICE TO PROCEED

This is to advise you that your offer for the Rebidding for the Supply, Delivery, Testing and Commissioning of Brand New Fire Truck with Project No. 2023-01-037 amounting to **Twenty-Eight Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Pesos (Php 28,888,888.00)** has been accepted by the Company.

You are hereby directed to proceed with the same in the following contract duration:

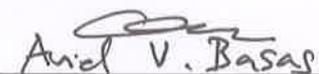
Contract Duration: One Hundred Eighty (180) calendar days upon receipt of the Notice to Proceed.

The contract agreement to this effect shall be transmitted.

Very truly yours,

JESUS CRISTINO P. POSADAS
President and CEO

Conforme:


Ariel V. Basas
Authorized Representative

June 22, 2023
Date

Philippine National Oil Company



N O P O A 2 7 2 1 A E

**CONTRACT FOR SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF
BRAND NEW FIRE TRUCK**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this ____ day of _____ 2023 by
and 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, **JESUS CRISTINO P. POSADAS**, and hereinafter referred to as the "COMPANY";

-and-

BOSTON HOME INCORPORATED, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office at 168 Apo St., Brgy. Maharlika, Quezon City, represented herein by its Manager, **ARIEL V. BASAS**, duly authorized for this purpose and hereinafter referred to as "CONTRACTOR";

WITNESSETH:

WHEREAS, the COMPANY is in need of a contractor for the Supply, Delivery, Testing and Commissioning of Brand New Fire Truck;

WHEREAS, the COMPANY invited Bids for the Supply, Delivery, Testing and Commissioning of Brand New Fire Truck and has accepted a Bid by the CONTRACTOR for the supply of those goods and services in the sum of **TWENTY EIGHT MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT PESOS (Php 28,888,888.00)**, inclusive of Value Added Tax (VAT) and all applicable taxes, (hereinafter referred to as "Contract Price"), to be complied within One Hundred Eighty (180) Calendar days reckoned from the date of 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 agrees 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 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. 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 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.

- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the 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 of the payments to be made by the COMPANY to the CONTRACTOR as mentioned herein, the CONTRACTOR hereby covenants with the COMPANY to provide the goods and services in accordance with the terms and conditions set forth in this contract and to remedy any and all defects.
 4. The COMPANY hereby covenants to pay the CONTRACTOR the Contract Price or such other sum as may become payable under the provisions of the Contract.

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:

JESUS CRISTINO P. POSADAS
President and CEO

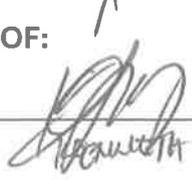
BOSTON HOME INCORPORATED
(CONTRACTOR)

by:

ARIEL V. BASAS
Manager

SIGNED IN THE PRESENCE OF:


EDWIN G. CELZO


KARL KRISTJAN EMBORG

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
TAGUIG } S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this 02 day of June, 2023 personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued</u>
PNOC		
by:		
JESUS CRISTINO P. POSADAS	DL No. No7-65-021615	Dec. 25, 2032/Manila

BOSTON HOME INCORPORATED		
by:		
ARIEL V. BASAS	Passport No. P6113506A	Feb. 20, 2028/DFA 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 partnership/corporations represented herein and that they are authorized to sign the same.

This instrument consisting of three (3) 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 Supply, Delivery, Testing and Commissioning of Brand New Fire Truck.

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

Doc. No. 127;
Page No. 27;
Book No. 11;
Series of 2023.


ATTY. KARL KRISTJAN EMBORG
 Appointment No. 57 (2022-2023)
 Notary Public for Taguig City
 Until 31 December 2023
 PNOC Building VI, Energy Center, Rizal Drive
 Bonifacio Global City, Taguig City
 Roll of Attorneys No. 64581
 IBP No. 289425/01.17.2023/ Makati
 MCLE Compliance No. VII-0007525
 PTR No. MKT 9579608/01.12.2022/ Makati

Handwritten notes:
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Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery of the Goods shall be made by the CONTRACTOR in accordance with the terms specified in Section VI, Schedule of Requirements.</p> <p>For purposes of this Clause the COMPANY's Representative at the Project Site is <i>E. G. CELZO</i>.</p>
2.2	<p>The terms of payment shall be as follows: <i>Refer to Annex D of the 2016 Revised IRR of R.A. 9184/Net Thirty (30) calendar days upon acceptance and submission of Invoice/Billing.</i></p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award from the Company 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> <ul style="list-style-type: none"> a. Five Percent (5%) of the total Contract Cost or Php1,444,444.40 – Cash or cashier's/manager's check issued by a Universal or Commercial Bank b. Five Percent (5%) of the total Contract Cost or Php1,444,444.40– Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that is shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank <p>Thirty Percent (30%) of the total Contract Cost or Php8,666,666.40 – Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security</p>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> 1. Please refer to the attached terms and references.
6	<p>Liquidated Damages is at least equal to one-tenth (1/10) of one percent (0.001) of the cost of the unperformed portion for every day of delay until actual delivery or performance.</p>

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