

CONTRACT NO. LOG MSSP 2024-12-160-ALC

**SUPPLY AND DELIVERY OF LABOR AND MATERIALS FOR THE
REPAIR OF SAN ROQUE WATERSHED AREA TEAM (SRWAT)
OFFICE BUILDING**

HO-LAR25-003 / SVP241122-NA00532

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at Gabriel Y. Itchon Building, Sen. Miriam P. Defensor-Santiago Avenue (formerly BIR Road) cor. Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **MR. FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

NARRA MULTI-PURPOSE COOPERATIVE, a cooperative duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Brgy. Narra, San Manuel, Pangasinan, Philippines, herein represented by its Project Administrator, **MR. MARIO P. BALLERAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 13 November 2024, NPC posted the Request for Quotation for the Negotiated Procurement (Small Value Procurement) for the Supply and Delivery of Labor and Materials for the Repair of San Roque Watershed Area Team (SRWAT) Office Building;

WHEREAS, only one (1) prospective bidder secured the terms of reference and participated in the bid opening conducted on 22 November 2024;

WHEREAS, CONTRACTOR's bid offer was considered as the single calculated and responsive quotation;

WHEREAS, NPC accepted the said bid offer of the CONTRACTOR;

Contract between NPC and Narra Multi-Purpose Cooperative
Supply and Delivery of Labor and Materials for the Repair of San Roque Watershed
Area Team (SRWAT) Office Building
Contract No. LOG MSSP 2024-12-160-ALC


NARRA MULTI-PURPOSE COOPERATIVE
BY:


SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)
BY:



MARIO P. BALLERAS
Project Administrator


GLENN A. MENDOZA
(CONTRACTOR)



ROSAURO C. ORTIZ
OIC, OM - Watershed Management
Department



FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

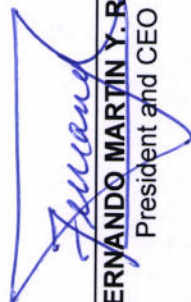

MARIO P. BALLERAS
Project Administrator

SIGNED IN THE PRESENCE OF:


GLIGIL A. MABUTK
(CONTRACTOR)


ROSALVO C. ORTIZ
OIC, OM - Watershed Management
Department

NATIONAL POWER CORPORATION
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Terms of Reference for the Supply and Materials of Labor and Materials for the Repair of San Roque Watershed Area Team (SRWAT) Office Building, PR No. HO-LAR25-003 / SVP241122-NA00532;
2. Notice of Award dated 02 January 2025;
3. Report on the Result of Bid Opening and Post Qualification dated 03 December 2024;
4. SUPPLIER's bid proposal dated 22 November 2024; and
5. Notice to Proceed;

The documents mentioned above shall collectively be referred to as "Contract Documents".

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II DELIVERY PERIOD AND DELIVERY POINT


Delivery period shall be forty (45) calendar days reckoned from receipt of Notice to Proceed.


Delivery point shall be at SRWAT Office, Brgy. San Roque, San Manuel, Pangasinan.

Contract between NPC and Narra Multi-Purpose Cooperative
Supply and Delivery of Labor and Materials for the Repair of San Roque Watershed
Area Team (SRWAT) Office Building
Contract No. LOG MSSP 2024-12-160-ALC


MARIO P. BALLERAS
Project Administrator


GLIGEM A. MENDOZA
(CONTRACTOR)


ROSALIND C. ORTIZ
OIC, OM - Watershed Management
Department


FERNANDO MARTIN ROXAS
President and CEO

ARTICLE III TOTAL CONTRACT PRICE AND PAYMENT TERMS

For and in consideration of the works to be undertaken by the CONTRACTOR, NPC shall pay the CONTRACTOR the total contract amount of and not exceeding **PHILIPPINE PESOS SIX HUNDRED FORTY FOUR THOUSAND NINE HUNDRED (PHP 644,900.00) ONLY.**

NPC shall pay the CONTRACTOR within thirty (30) days from receipt of the complete supporting documents required by NPC.

The CONTRACTOR must comply with BIR Revenue Regulation No. 17-2024 dated 17 September 2024.

ARTICLE IV PERFORMANCE SECURITY

To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR shall post a performance security which shall remain valid and effective during the contract duration.

- Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to NPC.


The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item. The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the

Contract between NPC and Narra Multi-Purpose Cooperative
Supply and Delivery of Labor and Materials for the Repair of San Roque Watershed
Area Team (SRWAT) Office Building
Contract No. LOG MSSP 2024-12-160-ALC

NARRA MULTI-PURPOSE COOPERATIVE

BY:


MARIO P. BALLERAS
Project Administrator


SIGNED IN THE PRESENCE OF:


6/6/2024
(CONTRACTOR)

ROSARIO C. ORTIZ
OIC, OM - Watershed Management
Department

NATIONAL POWER CORPORATION

(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

ARTICLE V LIQUIDATED DAMAGES

Should CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%) of the contract amount, NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

ARTICLE VI NON-ASSIGNMENT AND NO SUB-CONTRACTING

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-CONTRACTOR of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-CONTRACTOR shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-CONTRACTOR, or because of the late submission of its approval.

ARTICLE VII AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

Contract between NPC and Narra Multi-Purpose Cooperative
Supply and Delivery of Labor and Materials for the Repair of San Roque Watershed
Area Team (SRWAT) Office Building
Contract No. LOG MSSP 2024-12-160-ALC

9

BY:


MARIO P. BALLERAS
 Project Administrator

ARTICLE VIII SUSPENSION OF WORK

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The CONTRACTOR shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

ARTICLE IX PRE-TERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the SUPPLIER cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the CONTRACTOR gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.


Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

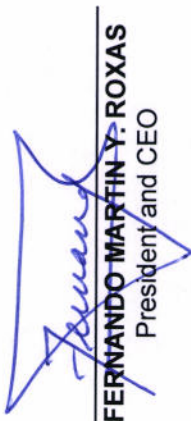
ARTICLE X WARRANTY CLAUSE

CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or

SIGNED IN THE PRESENCE OF:



GLIGVIN A. MENDOZA
 (CONTRACTOR)


ROSAURO C. ORTIZ
 OIC, OM - Watershed Management
 Department



FERNANDO MARTIN Y. ROXAS
 President and CEO


BY:

BY:


FERNANDO MARTIN Y. ROXAS
 President and CEO

SIGNED IN THE PRESENCE OF:


GLORIA N. ARAGON
 (CONTRACTOR)


ROSAURO C. ORTIZ
 OIC, OM - Watershed Management
 Department

BY:


MARIO P. BALLERAS
 Project Administrator

his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or his representative and/or the erring NPC official(s) and employee(s).

ARTICLE XI **JOINT AND SEVERAL LIABILITY**

The liability of the CONTRACTOR and/or any and all of the entities representing it on any manner under this Contract or relating thereto is joint and several, and for this reason NPC may proceed against any or all of them.

ARTICLE XII **VALIDITY CLAUSE**

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XIII **EFFECTIVITY**

This Contract shall become effective upon receipt of the Notice to Proceed.

ARTICLE XIV **VENUE OF ACTION**

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City

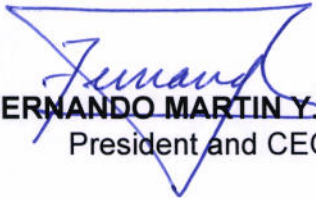
Contract between NPC and Narra Multi-Purpose Cooperative
 Supply and Delivery of Labor and Materials for the Repair of San Roque Watershed
 Area Team (SRWAT) Office Building
 Contract No. LOG MSSP 2024-12-160-ALC

IN WITNESS WHEREOF, the parties hereto have signed this Contract
this 11th day of February, 2025 at Quezon City, Philippines.

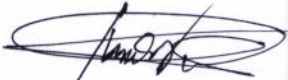
NATIONAL POWER CORPORATION
(NPC)

NARRA MULTI-PURPOSE COOPERATIVE
(CONTRACTOR)

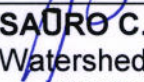
BY:


FERNANDO MARTIN Y ROXAS
President and CEO

BY:


MARIO P. BALLERAS
Project Administrator

SIGNED IN THE PRESENCE OF:


ROSAURO C. ORTIZ
OIC, OM - Watershed Management Dept.
(NPC)


GIGIL N. A. BOMEDIANO
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

(E)

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2025
JOB ORDER	: 12-004
COST CENTER	: 7306031
AMOUNT	: P644,900.00

Contract between NPC and Narra Multi-Purpose Cooperative
Supply and Delivery of Labor and Materials for the Repair of San Roque Watershed
Area Team (SRWAT) Office Building
Contract No. LOG MSSP 2024-12-160-ALC

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

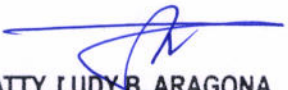
ACKNOWLEDGEMENT

FEB 11 2025 BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of _____, 2025, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until December 31, 2025
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 206 ;
Page No. 43 ;
Book No. 1 ;
Series of 2025.


ATTY. LUDY B. ARAGONA
Notary Public for Quezon City
Commission No. NP-393 (2024-2025)
Commission Expires on 31 December 2025
Roll No. 84558
IBP No. 500293; 01/06/25; Quezon City
PTR No. 6990482; 01/03/25; Quezon City
MCLE No. VIII-0014714; 10/16/24; Quezon City
4th Floor Gabriel Y. Itchon Building Senator Miriam
P. Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

Contract between NPC and Narra Multi-Purpose Cooperative
Supply and Delivery of Labor and Materials for the Repair of San Roque Watershed
Area Team (SRWAT) Office Building
Contract No. LOG MSSP 2024-12-160-ALC

REPUBLIC OF THE PHILIPPINES)
ASINGAN, PANGASINAN) S.S

ACKNOWLEDGEMENT

ASINGAN, PANGASINAN
BEFORE ME, a Notary Public for and in _____, Philippines, this
JAN 28 2025 day of _____, 2025, personally appeared **MR. MARIO P. BALLERAS**, Project Administrator, **NARRA MULTI-PURPOSE COOPERATIVE** with Identification Document in the form of DRIVER'S LICENCE, issued by LTD at URDANETA CITY, on 3-9-24, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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



Doc. No.: 102
Page No.: 22
Book No.: 43
Series of 2025.

ATTY. ROSELLER A. VIRAY
Notary Public
NOT. PUBLIC UNTIL DEC. 31, 2026
NOT. COM. SER. NO. 11-15-25
Until: 01/02/2025
IBP Lifetime No. 02008
ROLL NO. 25342; TIN: 113-116-202
POB: WEST ASINGAN, PANGASINAN
Email: attybongviray@gmail.com
MOBILE NO. 0956-095-1471

Contract between NPC and Narra Multi-Purpose Cooperative
Supply and Delivery of Labor and Materials for the Repair of San Roque Watershed
Area Team (SRWAT) Office Building
Contract No. LOG MSSP 2024-12-160-ALC

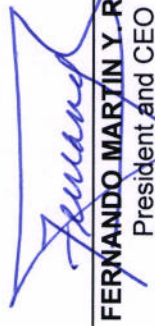
NATIONAL POWER CORPORATION
(NPC)

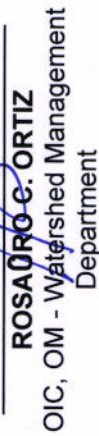
SIGNED IN THE PRESENCE OF:

NARRA MULTI-PURPOSE COOPERATIVE

BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


ROSAURO C. ORTIZ
OIC, OM - Watershed Management
Department


GILINA A. MENDOZA
(CONTRACTOR)


MARIO P. BALLERAS
Project Administrator

ANNEX A

DETAILED COST

SUPPLY AND DELIVERY OF LABOR AND MATERIALS FOR THE REPAIR OF SAN ROQUE WATERSHED AREA TEAM (SRWAT) OFFICE BUILDING

HO-LAR25-003 / SVP241122-NA00532

ITEM NO.	PARTICULARS	TOTAL AMOUNT
A	MATERIAL COST	
A.1	ROOFING WORKS	₱ 217,085.64
A.2	CEILING WORKS	137,377.30
A.3	ELECTRICAL WORKS	21,896.00
A.4	PAINTING WORKS	40,364.00
B	LABOR COST	125,046.88
C	TOOLS AND EQUIPMENT RENTAL COST	19,000.00
D	OVERHEAD EXPENSES	84,130.18
TOTAL AMOUNT		₱ 644,900.00