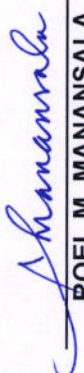


NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**CRISANTO V. HILARIO**  
Vice President, Administration and Finance

SIGNED IN THE PRESENCE OF:

  
**ROEL M. MANANSALA**  
Manager, General Services  
Department  
(NPC)

DACO SALES CORP.

BY:

  
**JOANNA T. YONG LOOK**  
President

## CONTRACT NO. LOG MSSP 2024-12-164-ALC

### SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR ONE (1) YEAR AT NPC, DILIMAN, QUEZON CITY HO-TFM24-053 / SVP241112-RA00516

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 Vice President, Administration and Finance, **MR. CRISANTO V. HILARIO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**DACO SALES CORP.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 52 Harvard St., Brgy. E. Rodriguez Sr., Cubao, Quezon City, Philippines, herein represented by its President, **MS. JOANNA T. YONG LOOK**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

**WITNESSETH: That –**

WHEREAS, on 08 November 2024, NPC posted the Request for Quotation for the Negotiated Procurement (Small Value Procurement) for the Supply and Delivery of Purified Drinking Water for One (1) Year at NPC, Diliman, Quezon City;

WHEREAS, only one (1) prospective bidder secured the terms of reference and participated in the bid opening conducted on 12 November 2024;

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

WHEREAS, NPC accepted the said bid quotation of the SUPPLIER;

Contract between NPC and Daco Sales Corp.  
Supply and Delivery of Purified Drinking Water for One (1) Year  
Contract No. LOG MSSP 2024-12-164-ALC

CONTRACT



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 Delivery of Purified Drinking Water for One (1) Year at NPC, Diliman, Quezon City, PR No. HO-TFM24-053 / SVP241112-RA00516;
2. Notice of Award dated 03 January 2025;
3. Report on the Result of Bid Opening and Post Qualification dated 25 November 2024;
4. SUPPLIER's bid proposal dated 12 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**  
**SCOPE OF SERVICES**

The SUPPLIER shall provide the following services:

- The SUPPLIER shall deliver a total of twelve thousand four hundred eighty (12,480) containers of purified drinking water during the one (1) year contract period. The specified quantity is indicative and for bidding purposes only. NPC shall provide the actual quantity and weekly delivery requirements during contract implementation.
- An initial delivery of one hundred twenty (120) containers of Purified Drinking Water will be provided by the SUPPLIER at the start of the Contract. Afterwards, an average of one hundred twenty (120) containers will be delivered weekly and will vary on the actual consumption on-site during contract implementation upon the request of NPC.

Contract between NPC and Daco Sales Corp.  
Supply and Delivery of Purified Drinking Water for One (1) Year  
Contract No. LOG MSSP 2024-12-164-ALC

DACO SALES CORP.

BY:

JOANNA T. YONG LOOK  
President

SIGNED IN THE PRESENCE OF:

*James W. Yong Look*  
(SUPPLIER)

*Roel M. Manansala*  
ROEL M. MANANSALA  
Manager, General Services  
Department  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

*Crisanto V. Hilario*  
CRISANTO V. HILARIO  
Vice President, Administration and Finance




NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**CRISANTO V. HILARIO**  
Vice President, Administration and Finance

SIGNED IN THE PRESENCE OF:

  
**ROEL M. MANANSALA**  
Manager, General Services  
Department  
(NPC)

DACO SALES CORP.

BY:

  
**JOANNA T. YONG LOOK**  
President

- The purified water must be clear and does not have objectionable taste, odor and color. It must be pleasant to drink and free from all harmful organisms and chemical substances which could constitute a hazard to health.
- The SUPPLIER shall submit the required Microbiological and Physiochemical laboratory results as stated in the Philippine National Standards for Drinking Water (PNSDW) of 2017 prior to the start of the contract and a regular monthly test result of Microbiological analysis. In the event where the result of Physiochemical analysis expires based on the semi-annual PNSDW requirement during the implementation of the contract, the SUPPLIER shall submit an updated laboratory result to NPC.
- The SUPPLIER shall deliver the containers directly to the designated storage areas inside the NPC Head Office building which will be coordinated with the General Services Department.
- In the event where the NPC Head Office is relocated to another location, the SUPPLIER shall change the place of delivery without additional fee.
- The container must be round, high quality made of 100% safe polycarbonate food-grade plastic of better and at least 5 gallons of purified drinking water. All water containers should be thoroughly cleaned and sanitized. It should be sealed and capped.
- Deployment of forty (40) brand new, top load floor standing hot and cold water dispenser at no additional cost to NPC.
- Provision for monthly regular maintenance, which includes, but not limited to, the cleaning, maintenance and check-up of the deployed hot and cold water dispenser.
- Delivery Schedule shall be scheduled during weekdays from 7:00am to 5:00pm.

### ARTICLE III WATER QUALITY SAMPLING AND ANALYSIS

NPC shall facilitate the conduct of on-site quarterly random Microbiological analysis by a DOH-Accredited Laboratory for Drinking Water Analysis on at least 10% of the deployed water dispensers. Water sampling shall be witnessed by the SUPPLIER and the cost for the random microbiological analysis will be shouldered by NPC. The SUPPLIER shall be notified two (2) working days prior to the conduct of sampling.

Contract between NPC and Daco Sales Corp.  
Supply and Delivery of Purified Drinking Water for One (1) Year  
Contract No. LOG MSSP 2024-12-164-ALC

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**ARTICLE IV**  
**CONTRACT DURATION AND DELIVERY POINT**

Contract Duration shall be a period of One (1) year reckoned from receipt of Notice to Proceed.

Delivery point shall be at National Power Corporation, Head Office, Diliman, Quezon City.

**ARTICLE V**  
**GUARANTEE**

The SUPPLIER agrees to repair any water dispenser that was reported defective **twenty (24) hours** upon receipt of notice.

Replacement units shall be provided by the SUPPLIER for the defective water dispenser that is beyond repair. The SUPPLIER shall not impose any additional charges for defective containers and/or dispensers.

**ARTICLE VI**  
**SUPPLIER'S PERFORMANCE**

NPC shall rate the SUPPLIER'S performance every quarter using the Form - NPC-007.F01 Monitoring Sheet for Externally Provided Processes/Services. A percentage lower than 85% for two (2) consecutive quarters shall be a ground for contract termination.

**ARTICLE VII**  
**TOTAL CONTRACT PRICE AND PAYMENT TERMS**

For and in consideration of the services to be undertaken by the SUPPLIER, NPC shall pay the SUPPLIER the total contract amount of and not exceeding **PHILIPPINE PESOS FOUR HUNDRED FIFTY FIVE THOUSAND FIVE HUNDRED TWENTY (PHP 455,520.00) ONLY.**

ITEM DESCRIPTION	TOTAL QTY	PRICE PER CONTAINER	TOTAL AMOUNT
Purified Drinking Water for One (1) Year	12,480 Containers	P 36.50	P 455,520.00

Payment to be undertaken by the SUPPLIER for a one (1) year contract is inclusive of VAT and shall be made on twelve (12) monthly payments based on the actual number of containers delivered. Monthly payments shall be made at every end of the month and after the submission of the following pertinent documents.

Contract between NPC and Daco Sales Corp.  
Supply and Delivery of Purified Drinking Water for One (1) Year  
Contract No. LOG MSSP 2024-12-164-ALC


DACO SALES CORP.

BY:

  
JOANNA T. YONG LOOK  
President

SIGNED IN THE PRESENCE OF:

  
James W. Yong Look  
(SUPPLIER)

  
ROEL M. MANANSALA  
Manager, General Services  
Department  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
CRISANTO V. HILARIO  
Vice President, Administration and Finance



NATIONAL POWER CORPORATION  
(NPC)

BY:

CRISANTO V. HILARIO  
Vice President, Administration and Finance

SIGNED IN THE PRESENCE OF:

ROEL M. MANANSALA  
Manager, General Services  
Department  
(NPC)

DACO SALES CORP.

BY:

JOANNA T. YONG LOOK  
President

1. Sales Invoice (based on the actual number of bottles delivered)
2. Delivery Receipts
3. Monthly Maintenance Report of Water Dispensers
4. Copy of the monthly Microbiological Laboratory Results
5. Copy of the latest Physiochemical Laboratory Results
6. Copy of valid DOH Accreditation of the Laboratory for Drinking Water Analysis

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

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

### ARTICLE VIII PERFORMANCE SECURITY

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

- a. 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.
- b. 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 SUPPLIER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

In case of surety bond, any extension of the contract time granted to the SUPPLIER, 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 surety bond first

Contract between NPC and Daco Sales Corp.  
Supply and Delivery of Purified Drinking Water for One (1) Year  
Contract No. LOG MSSP 2024-12-164-ALC



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

#### ARTICLE IX LIQUIDATED DAMAGES

Should SUPPLIER 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 X NON-ASSIGNMENT AND NO SUB-CONTRACTING

The SUPPLIER 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 SUPPLIER of its responsibilities under the Contract. The SUPPLIER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SUPPLIER shall be responsible for the observance by the sub-SUPPLIER 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-SUPPLIER 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 SUPPLIER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SUPPLIER because of the disapproval or removal of the sub-SUPPLIER, or because of the late submission of its approval.

#### ARTICLE XI 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 Daco Sales Corp.  
Supply and Delivery of Purified Drinking Water for One (1) Year  
Contract No. LOG MSSP 2024-12-164-ALC

DACO SALES CORP.

BY:

JOANNA T. YONG LOOK  
President

SIGNED IN THE PRESENCE OF:

ROEL M. MANANSALA  
Manager, General Services  
Department  
(NPC)

JOANNA T. YONG LOOK  
(SUPPLIER)

NATIONAL POWER CORPORATION  
(NPC)

BY:

CRISANTO V. HILARIO  
Vice President, Administration and Finance

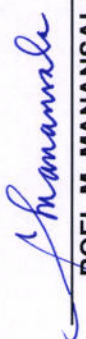


NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**CRISANTO V. HILARIO**  
Vice President, Administration and Finance

SIGNED IN THE PRESENCE OF:

  
**ROEL M. MANANSALA**  
Manager, General Services  
Department  
(NPC)

DACO SALES CORP.

BY:

  
**JOANNA T. YONG LOOK**  
President

## ARTICLE XII 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 SUPPLIER 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 SUPPLIER 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 XIII 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 SUPPLIER, 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 SUPPLIER in the submission of documents, or suppression of material facts, which if known could have disqualified the SUPPLIER 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 XIV WARRANTY CLAUSE

SUPPLIER 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 his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the

Contract between NPC and Daco Sales Corp.  
Supply and Delivery of Purified Drinking Water for One (1) Year  
Contract No. LOG MSSP 2024-12-164-ALC




NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**CRISANTO V. HILARIO**  
Vice President, Administration and Finance

SIGNED IN THE PRESENCE OF:

  
**ROEL M. MANANSALA**  
Manager, General Services  
Department  
(NPC)

  
**James W. Yong Look**  
(SUPPLIER)

DACO SALES CORP.

BY:

  
**JOANNA T. YONG LOOK**  
President

SUPPLIER 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 3<sup>rd</sup> 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 SUPPLIER and/or his representative and/or the erring NPC official(s) and employee(s).

#### **ARTICLE XV** **JOINT AND SEVERAL LIABILITY**

The liability of the SUPPLIER 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 XVI** **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 XVII** **EFFECTIVITY**

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

#### **ARTICLE XVIII** **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

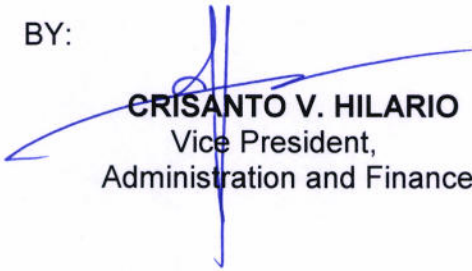


IN WITNESS WHEREOF, the parties hereto have signed this Contract  
this 4th day of February, 2025 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**DACO SALES CORP.**  
(SUPPLIER)


BY:

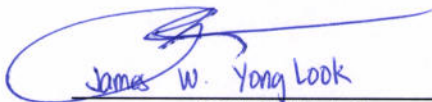
  
**CRISANTO V. HILARIO**  
Vice President,  
Administration and Finance

BY:

  
**JOANNA T. YONG LOOK**  
President

SIGNED IN THE PRESENCE OF:

  
**ROEL M. MANANSALA**  
Manager, General Services Dept.  
(NPC)

  
**JAMES W. YONG LOOK**  
(SUPPLIER)

FUNDS AVAILABLE

  
**LORLINA E. BOMEDIANO**  
Sr. Department Manager, Finance

Certificate of Budgetary Inclusion	
Period:	JAN. 1 - 31, 2026
Account:	107, FPD-26-01-5872
Cost Center:	2602010
Amount:	₱ 37,960.00

(6)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2025
JOB ORDER	M 107
COST CENTER	2602010
AMOUNT	₱ 417,560.00

Contract between NPC and Daco Sales Corp.  
Supply and Delivery of Purified Drinking Water for One (1) Year  
Contract No. LOG MSSP 2024-12-164-ALC



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


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of **FEB 04 2025**, personally appeared **MR. CRISANTO V. HILARIO**, Vice President, Administration and Finance, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1302428, known to me and to me known to be the same person who executed the foregoing instrument consisting of eleven (11) 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. 174 ;  
Page No. 36 ;  
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  
ACLE No. VIII-0014714; 10/16/24; Quezon City  
Floor Gabriel Y. Itchon Building Senator Minam  
Detensor-Santiago Avenue (formerly BIR Road)  
Quezon Avenue, Diliman, Quezon City

Contract between NPC and Daco Sales Corp.  
Supply and Delivery of Purified Drinking Water for One (1) Year  
Contract No. LOG MSSP 2024-12-164-ALC



REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this  
day of 27 JAN 2025, 2025, personally appeared **MS. JOANNA T. YONG LOOK**, President, **DACO SALES CORP.** with Identification Document  
in the form of Passport ID# P4357648B, issued by DFA at  
NCR Northeast, on Jan 10, 2020, known to me and to me known to be the  
same person who executed the foregoing instrument consisting of eleven (11)  
pages, including the pages wherein the acknowledgements are written, all  
pages signed by both parties and their instrumental witnesses and she  
acknowledged before me that the same is her free and voluntary act and deed  
and that of the Corporation she 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.: 117  
Page No.: 33  
Book No.: XXI/LN  
Series of 2025.

**ATTY. FELIZARDO M. IBARRA**  
Notary Public for Quezon City Until Dec. 31, 2025  
Roll No. 80835  
PTR No. 6986788, 01/07/2025, O.C.  
IBP No. 331161, December 19, 2023  
MCLE Comp. No. VIII-0000973 / until April 14, 2025  
ADM Matter No. NP. 088 / (2025-2026)  
Lot 27 Block VI, No. 1160 Quirino Highway  
Brgy. Kaligayahan, Quezon City

Contract between NPC and Daco Sales Corp.  
Supply and Delivery of Purified Drinking Water for One (1) Year  
Contract No. LOG MSSP 2024-12-164-ALC