

# CONTRACT NO. LOG MSSP 2024-09-118-MDC

**SUPPLY, DELIVERY, INSTALLATION AND TESTING OF HOUSEHOLD WIRING FOR VARIOUS AREAS IN SAMAR (LUNANG DPP, KIRIKITE DPP, BAGONGON DPP, BULUAN DPP AND CINCO RAMA DPP) UNDER THE NATIONWIDE INTENSIFICATION OF HOUSEHOLD ELECTRIFICATION (NIHE) PROJECT**  
**PR No. HO-TTE24-001 / PB240730-CM00342**

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, Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**ARGENT VENTURES INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit K2 Citiplaza I Commercial Complex, Tandang Sora cor. Visayas Avenue, Quezon City, Philippines, herein represented by its President/CEO, **MS. ROCHELLE J. FERNANDEZ**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

**WITNESSETH: That –**

WHEREAS, on 06 July 2024, NPC posted the Invitation to Bid for the Public Bidding of the Supply, Delivery, Installation and Testing of Household Wiring for Various Areas in Samar (Lunang DPP, Kirikite DPP, Bagongon DPP, Buluan DPP and Cinco Rama DPP) under the Nationwide Intensification of Household Electrification (NIHE) Project;

WHEREAS, there were four (4) prospective bidders who secured the Bidding Documents and participated in the bidding conducted on 30 July 2024;

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

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ARGENT VENTURES INC.  
(SUPPLIER)

BY:

  
**ROCHELLE J. FERNANDEZ**  
President/CEO

SIGNED IN THE PRESENCE OF:

BY:

  
**EDUARDO T. MALLARE**  
OIC, Project Management Department  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO



WHEREAS, NPC accepted the said bid of the SUPPLIER;

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. Bidding Documents for the Supply, Delivery, Installation and Testing of Household Wiring for Various Areas in Samar (Lunang DPP, Kirikite DPP, Bagongon DPP, Buluan DPP and Cinco Rama DPP) under the Nationwide Intensification of Household Electrification (NIHE) Project under PR No. HO-TTE24-001/PB240730-CM00342;
2. Notice of Award dated 27 September 2024;
3. Post Qualification Report dated 09 September 2024;
4. Bid Opening/Evaluation Report dated 31 July 2024;
5. SUPPLIER's bid proposal dated 29 July 2024;
6. Notice to Proceed; and
7. The Performance Security to be filed by SUPPLIER in accordance with this Contract.

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 WORK**

The scope of works shall cover but not limited to the following:

1. Supply, Delivery, Installation and Testing of Household Connection/Electrification Materials; and
2. Appropriate storage area/facility of delivered materials.

It is not NPC's intent to specify all technical requirements nor to set forth those requirements adequately covered by applicable codes and standards. The CONTRACTOR shall furnish high quality materials and equipment meeting the requirements of these specifications and industry standards.

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Contract No. LOG MSSP 2024-09-118-MDC

ARGENT VENTURES INC.  
(SUPPLIER)

BY:

ROCHELLE J. FERNANDEZ  
President/CEO

MAE ANGELIQUE S. LANDICHO  
(SUPPLIER)

EDUARDO T. MALLARE  
OIC, Project Management Department  
(NPC)

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION  
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS  
President and CEO



ARGENT VENTURES INC.  
(SUPPLIER)

BY:

ROCHELLE J. FERNANDEZ  
President/CEO

SIGNED IN THE PRESENCE OF:

MAE ANGELIQUE S. LANDIAGO  
(SUPPLIER)

EDUARDO T. MALLARE  
OIC, Project Management Department  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS  
President and CEO

### ARTICLE III PROJECT DURATION AND LOCATION

The project duration shall be **sixty (60) calendar days** reckoned from receipt of Notice to Proceed.

The project shall be located in five (5) separate existing plant sites as follows:

1. Lunang DPP, Brgy. Lunang I, Almagro, Western Samar
2. Kirikite DPP, Brgy. Kirikite, Almagro, Western Samar
3. Bagongon DPP, Brgy. Bagongon, Catbalogan City, Western Samar
4. Buluan DPP, Brgy. Buluan, Catbalogan City, Western Samar
5. Cinco Rama DPP, Brgy. Rama, Catbalogan City, Western Samar

### ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: TWO MILLION SIX HUNDRED SIXTY ONE THOUSAND FIVE HUNDRED TWO PESOS AND 86/100 (PHP 2,661,502.86)** as reflected in Annex A.

The Total Contract Price specified above shall be paid in accordance with the provision of Section IV-GCC, Clause 2 of the Bidding Documents.

All taxes, custom duties, tariffs, exports, excise and all other taxes assessed and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials, equipment and supplies to be furnished under the Contract shall be borne by the SUPPLIER.

In addition, all taxes, fees, insurance and cost of delivery to site shall be borne by the SUPPLIER.

### ARTICLE V 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

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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 the 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 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 VI** **WARRANTY/GUARANTEE BOND**

To assure that manufacturing defects shall be corrected by the SUPPLIER or its manufacturer, the SUPPLIER shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV-GCC, Clause 5 of the Bidding Documents. This is also a pre-requisite to the discharge and return to the SUPPLIER of the Performance Bond. This shall remain valid for twelve (12) months after the acceptance of the goods by the end user. The obligation of the warranty shall be covered by, at the NPC's option, either retention money in an amount equivalent to at least one percent (1%) but not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amount shall only be released after the lapse of the warranty period, provided, however, that the GOODS supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

#### **ARTICLE VII** **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

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ARGENT VENTURES INC.  
(SUPPLIER)

BY:

ROCHELLE J. FERNANDEZ  
President/CEO

SIGNED IN THE PRESENCE OF:

MAE ANGELIQUE S. LAUDICHO  
(SUPPLIER)

EDUARDO T. MALLARE  
OIC, Project Management Department  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS  
President and CEO



ARGENT VENTURES INC.  
(SUPPLIER)

BY:

ROCHELLE J. FERNANDEZ  
President/CEO

SIGNED IN THE PRESENCE OF:

MAE ANGELIQUE G. CANDIDO  
(SUPPLIER)

EDUARDO T. MALLARE  
OIC, Project Management Department  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS  
President and CEO

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 VIII** **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-contractor shall comply and conform with the terms and conditions of this Contract. The SUPPLIER 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 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-contractor, or because of the late submission of its approval.

### **ARTICLE IX** **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.

### **ARTICLE X** **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

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shall be modified accordingly.

## **ARTICLE XI** **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 XII** **WARRANTY CLAUSE**

SUPPLIER hereby warrants that it or its 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 it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the SUPPLIER will not subcontract any portion or portions of the scope of work of the Contract awarded to it 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; it 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 its representative and/or the erring NPC official(s) and employee(s).

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AFG-LOG-007.F01

Rev. No. 0

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ARGENT VENTURES INC.  
(SUPPLIER)

BY:

  
**ROCHELLE J. FERNANDEZ**  
President/CEO

SIGNED IN THE PRESENCE OF:

  
**MAE ANGELES S. LANDICHO**  
(SUPPLIER)

SIGNED IN THE PRESENCE OF:

  
**EDUARDO T. MALLARE**  
OIC, Project Management Department  
(NPC)


NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO


ARGENT VENTURES INC.  
(SUPPLIER)

BY:

  
ROCHELLE J. FERNANDEZ  
President/CEO

SIGNED IN THE PRESENCE OF:

  
MAE ANGELLE C. LANDICHO  
(SUPPLIER)

  
EDUARDO T. MALLARE  
OIC, Project Management Department  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
FERNANDO MARTIN Y. ROXAS  
President and CEO

### **ARTICLE XIII** **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 XIV** **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 XV** **EFFECTIVITY**

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

### **ARTICLE XVI** **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.

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Rev. No. 0

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IN WITNESS WHEREOF, the parties hereto have signed this Contract  
this 21st day of October, 2024 at Quezon City, Philippines.


**NATIONAL POWER CORPORATION**  
(NPC)

**ARGENT VENTURES INC.**  
(SUPPLIER)

BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

BY:

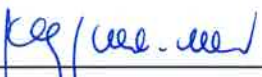
  
**ROCHELLE J. FERNANDEZ**  
President/CEO

SIGNED IN THE PRESENCE OF:

  
**EDUARDO T. MALLARE**  
OIC, Project Management Department  
(NPC)

  
**MAE ANGELIQUE S. LANDICHO**  
(SUPPLIER)

FUNDS AVAILABLE

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

(P) TERN

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	WO# 1500009
COST CENTER	2704005
AMOUNT	P2,661,502.85

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

ACKNOWLEDGEMENT

**OCT 21 2024** BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of \_\_\_\_\_, 2024, personally appeared **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 ten (10) 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 Company he represents.

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

Notary Public  
Until December 31, 2024  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 192 ;  
Page No. 40 ;  
Book No. 6 ;  
Series of 2024.

**ATTY. RODOLFO M. DE GUZMAN, JR.**

Notary Public for Quezon City  
Commission No. NP-339(2023-2024)  
Commission Expires on 31 December 2024  
Roll No. 44291  
IBP No. 307797; 01/31/2023; Tarlac  
PTR No. 5661363; 01/12/2024; Quezon City  
MCLE No. VII-0016459; 4/27/2022; Pasig City  
4th Floor Gabriel Y. Itchon Building  
Senator Defensor-Santiago Avenue (formerly BIR Road)  
Corner Quezon Avenue, Diliman, Quezon City

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REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this  
\_\_\_\_\_ day of OCT 08 2024, personally appeared **MS. ROCHELLE J. FERNANDEZ**, President/CEO, **ARGENT VENTURES INC.**, with Identification Document in the form of PASSPORT, issued by DFA NCR NORTH at NCR NORTH, on DEC. 21, 2018, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) 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 Company she represents.

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

  
**ATTY. ROSALINDA ABRIL MONTENEGRO**  
NOTARY PUBLIC  
My Commission expires on Dec. 31, 2025  
Admin. Matter No. NI-0671 (2024-2025)  
PTR No. 55553581-03-0021000  
IBP CR No. 39726477-05-0024-Q.C.  
ROLL No. 58465  
MICLE Compliance No. VH-0021672 Valid until April 14, 2025,  
Unit 312 Acre Bldg. 137 Malakas St.,  
Brgy. Central, Quezon City

Doc. No.: 27  
Page No.: 06  
Book No.: 132  
Series of 2024.

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NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

SIGNED IN THE PRESENCE OF:

  
**EDUARDO T. MALLARE**  
OIC, Project Management Department  
(NPC)

BY:

  
**MAE ANGELIQUE S. LAPIDARIO**  
(SUPPLIER)

ARGENT VENTURES INC.  
(SUPPLIER)

  
**ROCHELLE J. FERNANDEZ**  
President/CEO

## ANNEX A

### SCHEDULE OF REQUIREMENTS

SUPPLY, DELIVERY, INSTALLATION AND TESTING OF HOUSEHOLD WIRING FOR VARIOUS AREAS IN SAMAR  
(LUNANG DPP, KIRIKITE DPP, BAGONGON DPP, BULUAN DPP AND CINCO RAMA DPP) UNDER THE NATIONWIDE  
INTENSIFICATION OF HOUSEHOLD ELECTRIFICATION (NIHE) PROJECT  
PR No. HO-TTE24-001 / PB240730-CM00342

ITEM NO.	PARTICULARS	TOTAL AMOUNT IN FIGURES		TOTAL PESO EQUIVALENT
		FOREIGN CURRENCY (1 USD = PhP 58.4110)	AMOUNT IN FIGURES (Phil. Peso)	
1	Lunang DPP	USD 1,295.00	680,329.90	755,972.15
2	Kirikite DPP	USD 560.00	382,892.20	415,602.36
3	Bagongon DPP	USD 245.00	255,418.90	269,729.60
4	Buluan	USD 280.00	269,582.60	285,937.68
5	Cinco Rama DPP	USD 1,680.00	836,130.60	934,261.08
TOTAL AMOUNT (PHP)				2,661,502.86