

BY:


ROELITO P. CABUEÑAS
President
ARDEN ALUENTE B. SAPASAP
(CONTRACTOR)
CRISANTO V. HILARIO
Vice President, Administration
and Finance
(NPC)
RENÉ B. BARRUELA
Vice President, Small Power Utilities Group

CONTRACT NO. LOG MSSP 2024-11-133-ALC

CONSTRUCTION OF ENGINE SHED FOR FOUR (4) UNITS GENSET
AND HAZARDOUS WASTE STORAGE FACILITY FOR LINAPACAN
DIESEL POWER PLANT

PR No. S1-LIN24-001 / PB240806-DM00361 (PB2)

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) corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President, Small Power Utilities Group, **MR. RENE B. BARRUELA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

INTER-PACIFIC KONZTRUK CORPORATION, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at No. 16, Blk. 1 Lot 7, Sampaguita St., Gloria Subdivision, Talipapa, Novaliches, Quezon City, Philippines herein represented by its President, **MR. ROELITO P CABUEÑAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 22 August 2024, NPC posted the Invitation to Bid for the 2nd Public Bidding for the Construction of Engine Shed for Four (4) Units Genset and Hazardous Waste Storage Facility for Linapacan Diesel Power Plant;

WHEREAS, there were two (2) prospective bidders who secured the bidding documents and participated in the bidding conducted on 12 September 2024 on the aforesaid undertaking;

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BY:


ROELITO P. CABUEÑAS
President

WHEREAS, CONTRACTOR'S bid offer was considered as the lowest calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

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. Bid Documents for the Construction of Engine Shed for Four (4) Units Genset and Hazardous Waste Storage Facility for Linapacan Diesel Power Plant, PR No. S1-LIN24-001 / PB240806-DM00361 (PB2);
2. Supplemental / Bid Bulletin No. 1 dated 04 September 2024;
3. Bid Opening / Evaluation Report dated 13 September 2024;
4. Post-qualification Report dated 04 October 2024;
5. CONTRACTOR's bid proposal dated 10 September 2024;
6. Notice of Award dated 04 November 2024;
7. Notice to Proceed; and
8. The Performance Security to be filed by CONTRACTOR 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.

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ARDEN RYLE C. SAPASAP
(CONTRACTOR)

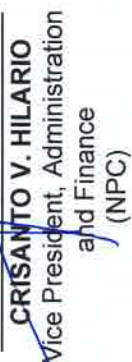

CRISANTO V. HILARIO
Vice President, Administration
and Finance
(NPC)

BY:


RENE B. BARRUELA
Vice President, Small Power Utilities Group

BY:


RENE B. BARRUELA
Vice President, Small Power Utilities Group


CRISANTO V. HILARIO
Vice President, Administration
and Finance
(NPC)


ARDEN AUEN C. SAPAAP
(CONTRACTOR)

BY:


ROELITO P. CABUENAS
President

ARTICLE II SCOPE OF WORK

The works and services to be performed shall essentially consist of but not limited to the following:

ARCHITECTURAL WORKS

- a. Supply and installation of roofing and siding sheets and other accessories;
- b. Concrete and Mansory works;
- c. Insulation and Fenestration works;
- d. Painting works;
- e. Installation of downspout and roof drains;
- d. All other works and services required to complete the project.

CIVIL WORKS

- a. Mobilization and establishment of the CONTRACTOR'S complete construction camp, equipment and other facilities;
- b. Complete construction of Engine Shed and Hazardous Waste Storage Facility as specified and/or as shown on the bid drawings;
- c. Demolition of any existing structures or facilities as may be required or as shown on the drawings/photos and disposal of demolished materials and equipment at the area within the plant or as designated by NPC plant management;
- d. Demobilization and removal/clearing of the CONTRACTOR'S equipment, construction camp/facilities;
- e. All other works and services including those not specifically detailed herein but are required to fully complete the project.

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BY:

BY: 
RENE B. BARRUELA
Vice President, Small Power Utilities Group


CRISANTO V. HILARIO
Vice President, Administration
and Finance (NPC)


ARDEN ALLEN C. SAPA-SAPA
(CONTRACTOR)


ROELITOP. CABUENAS
President

ELECTRICAL WORKS

- Supply, Installation and Test of Complete Lighting System of the Engine Shed;
- Supply, Installation and Test of Complete Lighting System of the Hazardous Waste Storage Facility; and
- All other works and services including those not specifically detailed herein but are required to fully complete the project.

MINIMUM REQUIRED PERSONNEL

For the duration of the contract, the Contractor shall have the following minimum required personnel assigned to the project:

- One (1) Project Engineer

Registered Civil Engineer who had supervised at least a project similar in nature as to the type and cost of the proposed project within the last 10 years. Must have at least three (3) years professional experience as Civil Engineer on similar project.

- One (1) Safety Officer 2

Construction Safety Officer who has completed at least forty (40) hours of Construction Safety and Health Training (COSH) from Occupational Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE).

Valid Professional Regulations Commission (PRC) license for professional personnel. Construction Safety and Health Training Certificate from OSHC/STOs accredited by DOLE for the Safety Officer, shall be submitted and included as an attachment in the Standard Form NPCSF-INFR-09 List of Key Personnel Proposed to be Assign to the Contract.

The above key personnel must either be employed by the CONTRACTOR or contracted to be employed for the project.

MINIMUM REQUIRED CONSTRUCTION EQUIPMENT

The list of construction equipment (owned or leased) shall include the following minimum requirements:

I. UTILITY EQUIPMENT

- | | | |
|--|---|--------|
| a. Bar cutter (20 mm ϕ capable) | - | 1 unit |
| b. Welding Machine
(at least 300A) | - | 1 unit |
| c. Concrete Mixer
(at least 1-bagger) | - | 1 unit |

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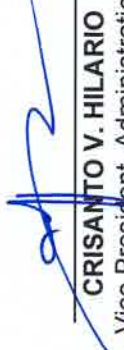
BY:


ROELITO P. CABUEÑAS
President


ARDEN ALVARIO
(CONTRACTOR)

BY:


RENE B. BARRUELA
Vice President, Small Power Utilities Group


CRISANTO V. HILARIO
Vice President, Administration
and Finance
(NPC)

ARTICLE III COMMENCEMENT AND COMPLETION PERIOD

CONTRACTOR shall complete all the works within sixty five (65) calendar days. The contract duration is inclusive of five (5) unworkable days considered unfavorable for the execution of the works. The total contract duration shall be reckoned from the date of contract effectivity as specified in the Notice to Proceed.

The project is located at Barangay San Miguel, Linapacan, Palawan.

ARTICLE IV PAYMENT

For and in consideration of the WORK to be undertaken by CONTRACTOR as specified in the preceding Article II hereof, NPC shall pay the CONTRACTOR in Philippine Currency and in accordance with the Contract Documents, the unit and lump sum prices hereof in the total amount of **PHILIPPINE PESOS ONE MILLION SIX HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED SIXTY SEVEN PESOS AND 26/100 (PHP 1,658,567.26).**

All forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government, or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the CONTRACTOR.

ARTICLE V EXTENSION OF CONTRACT

No extension of contract time shall be granted to the CONTRACTOR due to (i) ordinary unfavorable weather conditions; (ii) inexcusable failure or negligence of CONTRACTOR to provide the required supplies, materials or equipment; and (iii) when the reason given for the extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of contract documents agreed upon by the parties before contract perfection.

NPC shall not be liable for any claim associated with the extension of contract time unless it has examined the facts as well as the extent of delay, and has agreed in writing that the CONTRACTOR is entitled for an extension of time.

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BY:

ROELITOP P. CABUEÑAS
President

GARDEN AVENUE - JAPANESE
(CONTRACTOR)

CRISANTO V. HILARIO
Vice President, Administration
and Finance
(NPC)

RENÉ B. BARRUELA
Vice President, Small Power Utilities Group

BY:


ROELITO P. CABUEÑAS
President


ARDEN A. C. SARAGAP
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President, Administration
and Finance (NPC)

BY:


RENE B. BARRUELA
Vice President, Small Power Utilities Group

shall ensure that the terms and conditions of any subcontract 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 X 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 XI SUSPENSION OF WORK

NPC or its duly authorized representative shall have the authority to suspend the work, wholly or partly, by written order for period/s as may be deemed necessary due to force majeure, fortuitous event, failure on the part of the CONTRACTOR to correct bad working conditions which are unsafe for workers or third parties, failure to carry out valid orders given by NPC, failure to perform any provisions of this contract, and due to adjustment of plans to suit field conditions as found necessary by NPC during construction. The CONTRACTOR shall immediately comply with work suspension, either wholly or partly.

ARTICLE XII PRETERMINATION

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 CONTRACTOR 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

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BY:


ROELITOP, CABUEÑAS
President

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 XIII REMEDY AND RELIEF

Should there be any dispute or controversy in connection with this Contract, the Parties, as far as practicable, shall settle it amicably. In the event that such dispute or disagreement be not resolved to the parties' satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law". Provided, however, that disputes within the competence of the Construction Industry Arbitration Commission shall be submitted thereto, Arbitration proceedings shall be without prejudice to the right of the NPC to rescind or terminate this Contract.

Should NPC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to NPC for attorney's fees in the amount equivalent to twenty percent (20%) of the sum total claimed in the complaint, exclusive of other damages and the expenses of litigation.

In case a dispute or disagreement arises between NPC and the CONTRACTOR regarding the manner by which the latter is performing works, the CONTRACTOR shall follow the instruction of NPC relative thereto, otherwise, the CONTRACTOR shall have no right to ask for arbitration or go to court for relief.

ARTICLE XIV 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.

- a. Cash Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal Bank or Irrevocable Letter of Credit issued by a

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BY:


RENE B. BARRUELA
Vice President, Small Power Utilities Group


ARDEN ALLEN C. SAVASAP
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President, Administration
and Finance
(NPC)

BY:


ROELITO P. CABUEÑAS
President


ARDEN AVELAN C. SARAPAS
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President, Administration
and Finance
(NPC)

BY:


RENE B. BARRUELA
Vice President, Small Power Utilities Group

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, equivalent to ten (10%) 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 project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

The performance security 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 obligation under this Contract including the defects liability period of one year. The Performance Security shall be entirely confiscated by NPC upon default of 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 the 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 CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

The performance security shall be discharged by NPC and return to the CONTRACTOR only after the required warranty security/guarantee bond shall have been posted by the CONTRACTOR.

ARTICLE XV WARRANTY/GUARANTEE BOND

To assure that any structural defects in the WORK shall be corrected by the CONTRACTOR, and to cover third party liabilities, the CONTRACTOR shall post a Guarantee Bond after the final acceptance of the Work. This is also a pre-requisite to the discharge and release to the CONTRACTOR of the retention money. The Guarantee Bond shall remain valid and effective for the period of one (1) year. The Guarantee Bond shall be posted before the

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BY:


ROELITO P. CABUEÑAS
President

release of the ten percent (10%) retention money provided for in the Bidding Documents. This shall be either in the form of Cash, Letter of Credit issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price, or Bank guarantee confirmed by Universal or Commercial bank equivalent to 10% of the total contract price or Surety Bond penal in nature and callable upon demand issued by any surety or insurance company duly certified by the Insurance Commission as authorized to issue such security, equivalent to thirty percent (30%) of the total contract price. The CONTRACTOR shall be held responsible for Structural Defects for the number of years mentioned in the Bidding Documents

ARTICLE XVI LIQUIDATED DAMAGES

Should CONTRACTOR fails to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted and is hereby in default under this Contract, CONTRACTOR shall pay liquidated damages to NPC for each day that the Completion Date is later than the intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. NPC shall deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the contract amount. NPC may rescind or terminate this Contract without prejudice to other course of action and remedies available under circumstances.

ARTICLE XVII WARRANTY CLAUSE

CONTRACTOR 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 CONTRACTOR 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 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project prosecution; 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

SIGNED IN THE PRESENCE OF:


ARDEN BULET C. SARPASAP
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President, Administration
and Finance
(NPC)

BY:


RENE B. BARRUELA
Vice President, Small Power Utilities Group

Contract between NPC and Inter-Pacific Konztruk Corporation
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INTER-PACIFIC KONZTRUK CORPORATION
(CONTRACTOR)

BY:


ROELITO P. CABUEÑAS
President

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 its representative and/or the erring NPC official(s) and employee(s).

ARTICLE XVIII **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 XIX **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 shall be exclusively in the proper court of Quezon City, Philippines.

SIGNED IN THE PRESENCE OF:


ARDEN PUEN C. CAPAS
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President, Administration
and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


RENÉ B. BARRUELA
Vice President, Small Power Utilities Group

Contract between NPC and Inter-Pacific Konztruk Corporation
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IN WITNESS WHEREOF, the parties hereto have signed this Contract
this 6th day of January, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION **INTER-PACIFIC KONZTRUK CORPORATION**
(NPC) (CONTRACTOR)

BY:

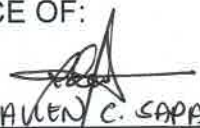

RENE B. BARRUELA
Vice President, Small Power Utilities
Group

BY:

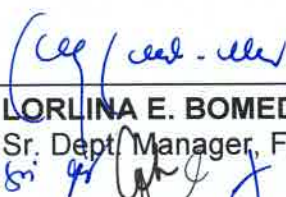

ROELITO P. CABUEÑAS
President

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President, Admin & Finance
(NPC)


ARDEN AVEN C. SAPASAP
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Dept Manager, Finance
ICG 104-0104 (6)

Certificate of Budgetary Inclusion	
Period:	<u>FY 2025</u>
Account / WO/JO:	<u>EG01A73</u>
CBI Reference No.:	<u>PRO-25-10-0377</u>
Cost Center:	<u>5882093</u>
Amount	<u>P 1,658,567.26</u>


Salvador F. Aragon
Manager, BPRD

(6)

CERTIFIED FUNDS AVAILABLE	
PERIOD	<u>2024</u>
JOB ORDER	<u>WO# EG01A73</u>
COST CENTER	<u>5882093</u>
AMOUNT	<u>P1,658,567.26</u>

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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 16 JAN 2025, 2024, personally appeared **MR. RENE B. BARRUELA**, Vice President, Small Power Utilities Group, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300668, known to me and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 63 ;
Page No. 12 ;
Book No. 420 ;
Series of 2025.

ATTY. JASON G. DE CELEN
Rev. No. 36239
Atty. Reg. No. NP-0018 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2025
No. 7M Pinaray Ave. cor. Sgt. Bonomeo St., Q.C.
IBP No. 492597, Q.C., 1-2-2025
PTR No. 781-002, Q.C., 1-2-2025
MCLE No. 10570, 5-30-22

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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 NOV 23 2024, personally appeared **MR. ROELITO P. CABUEÑAS**, President, **INTER-PACIFIC KONZTRUK CORPORATION** with
Identification Document in the form of PRC ID, issued by
PRC at MANILA, on 10/04/2010, known to me and
to me known to be the same person who executed the foregoing instrument
consisting of fourteen (14) 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.

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

Doc. No.: 444
Page No.: 86
Book No.: 1
Series of 2024.


ATTY. FELIZARDO M. IBARRA
Notary Public Until Dec. 31, 2024
Adm. Matter No. NP-223(2023-2024)
Roll No. 80835
PTR NO. 5452394/Quezon City
IBP No. 254793/12-28-22
MCLE No. VIII-0000973/04-14-25
Lot 27 Bk. VI, No. 1160 Quirino Highway, Brgy. Kalligayahan, Quezon City

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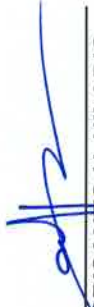
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NATIONAL POWER CORPORATION
(NPC)

BY: 
RENE B. BARRUELA
Vice President, Small Power Utilities Group

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President, Administration
and Finance
(NPC)

INTER-PACIFIC KONZTRUK CORPORATION
(CONTRACTOR)

BY: 
ARDEN ALLEN C. SAPAGAP
(CONTRACTOR)


ROELITO P. CABUENAS
President

ANNEX A

BID PRICE SCHEDULE
SUMMARY

CONSTRUCTION OF ENGINE SHED FOR FOUR (4) UNITS GENSET AND HAZARDOUS WASTE
STORAGE FACILITY FOR LINAPACAN DPP
HO-LIN24-001 / PB240806-DM00361 (PB2)

ITEM NO.	PARTICULARS	TOTAL AMOUNT
1.0	Architectural Works	₱ 964,758.88
2.0	Civil Works	557,108.38
3.0	Electrical Works	136,700.00
TOTAL AMOUNT		₱ 1,658,567.26