BY:

# MARIO P. BALLERAS Project Administrator

#### CONTRACT NO. LOG MSSP 2024-11-135-MGF

# SUPPLY, DELIVERY, INSTALLATION AND TEST OF NEW WATER SUPPLY SYSTEM FOR SRWAT OFFICE & NURSERY PR NO. HO-LAR24-011 / SVP240812-KL00374 (SVP2)

#### 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, MR. FERNANDO MARTIN Y. ROXAS, who is duly authorized to represent it in this transaction, hereinafter referred to as NPC;

#### - and -

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

#### WITNESSETH: That -

WHEREAS, on 22 August 2024, NPC posted the Request for Quotation for the Negotiated Procurement (Small Value Procurement) for the Supply, Delivery, Installation & Test of New Water Supply System for SRWAT Office & Nursery;

WHEREAS, only one (1) prospective bidder secured the terms of reference and participated in the bid opening conducted on 28 August 2024;

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

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:

(CONTRACTOR)

BY:

ROSAORO C. ORTIZ
C, Watershed Management

FERMANDO MARTIN Y. ROXAS
President and CEO

BY:

MARIO P. BALLERAS

Project Administrator

# BY:

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 thereof.

- 1. NPC Terms of Reference for Alternative Mode of Procurement (Small Value Procurement) and Terms of Reference for the Supply, Delivery, Installation and Test of New Water Supply System for SRWAT Office & Nursery (HO-LAR24-011 / SVP240812-KL00374 (SVP2):
- 2. Result of Bid Opening and Post-qualification Report dated 03 October 2024;
- Bid Proposal of the CONTRACTOR dated 22 August 2024;
- Notice of Award dated 11 November 2024;
- Notice to Proceed; and
- 6. 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 are any discrepancies/inconsistencies between the provisions of this Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any discrepancies/ inconsistencies among the Contract Documents, the document with the latest date shall prevail.

#### **ARTICLE II** SCOPE OF WORK

	Description of Work or Material	QTY	UM
	CIVIL WORKS		
A.1	Fabrication and erection/installation of structural steel supports for elevated vertical water storage tank and construction of concrete pedestal footings (Including bolts and other accessories shown in the bid drawing)		
a.	Structural excavation	4.2	cu.m.
b.	Structural backfill	1.7	cu.m.
C.	Sand and Gravel Bedding	0.03	cu.m.
d.	Concrete (20.7Mpa)	1.3	cu.m.
e.	Reinforcing steel bars (Grade 275)	135	kgs
f.	Structural steel (A36)	794	kgs
g.	12 mm dia. Turn buckle	24	pcs
h.	Painting works (all steel surfaces) including surface preparation	22	sq.m.
A.2	Construction of Horizontal Water Storage Tank Foundation		
a.	Structural excavation	0.4	cu.m.
b.	Sand and Gravel Bedding	0.2	cu.m.

Contract between NPC and Narra Multi-Purpose Cooperative Supply, Delivery, Installation and Test of New Water Supply System for SRWAT Office & Nursery Contract No. LOG MSSP 2024-11-135-MGF

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OIC, Watershed Management ORTIZ ROSAORO

FERNÁNDO MARTÍN Y ROXAS

(CONTRACTOR)

BY:

MARIO P. BALLERAS

OIC, Watershed Management

FERNÁNDO MARTÍN Y. ROXAS President and CEO BY:

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d.	Concrete (20.7Mpa)	0.3	cu.m
	Reinforcing steel bars (Grade 275)	11	kgs
A.3	Construction of Pump Foundation		
a.	Structural excavation	0.1	cu.m
b.	Sand and Gravel Bedding	0.05	cu.m
C.	Concrete (20.7Mpa)	0.08	cu.m
d.	Reinforcing steel bars (Grade 275)	3	Kgs
A.4	Labor	1	lot
В	MECHANICAL WORKS		
B.1	Vertical Water Tank, 4,000 Liters capacity, polyethylene, complete with nozzles/manhole, inlet and outlet nozzles, supports, overflow and drain nozzles with pipes. Pipe structural steel supports with anchor bolts on foundation and access ladder, and other accessories as required in the technical specifications including installation works.	1	Set
B.2	Horizontal Water tank, 1,000 liters capacity, polyethylene, complete with nozzles/manholes, inlet and outlet nozzles, overflow and drain nozzles with pipes and other accessories as required in the technical specifications including installation works.	1	Set
B.3	Self-priming Centrifugal Pump, 1 HP, 2.27 m3/h (10gpm) minimum capacity at 20 meters head, 230V, single phase, 60hz, outdoor type, cast iron casing and diffuser, bronze impeller, complete with power cable, and controls, control panel and other accessories as described in the technical specification.	1	Set
B.4	Level Switch, magnetic float level type, stainless steel chamber and float, four (4) level set points for water pumps control and level alarm, field adjustable, designed for top mounting for 4,000 water storage tank	1	Set
B.5	Level Switch, magnetic float level type, stainless steel chamber and float, one (1) level set points for low level alarm, field adjustable, designed for top mounting for 1,000 water storage tank	1	Set
B.6	Pressure Gauge, 100mm∅, borboun tube type, 0-3 kg/cm2 scale range, equipped with isolation valve.	2	Set
B.7	Domestic water pipe, fittings, supports, valves and other accessories including required excavation and backfilling works; test and disinfection as described in. the technical specifications and shown on the bid drawings.		
a.	Gate valve, 40mm∅, cast bronze, screwed ends, rising stem, Class150	2	Set
b.	Gate valve, 32mm∅, cast bronze, screwed ends, rising stem, Class150	2	Set
C.	Gate valve, 25mmØ, cast bronze, screwed ends, rising stem, Class150	12	Set
d.	Gate valve, 20mm∅, cast bronze, screwed ends, rising stem, Class150	1	Set
e.	Gate valve, 15mm∅, cast bronze, screwed ends, rising stem, Class150	4	Set

CONTRACTOR)

BY:

f.

g.

Class150

MARIO P. BALLERAS

Z

ONAL POWER CORPORATION	(NPC)	
NATION		BY:

Project Administrator h. Water pipe, 25mm N.D., conforming to ASTM A 53. 6 lm GR. A, Sch. 40 hot-dip galvanized and its associated fittings, pipe supports and other accessories as required in the technical specification i. Water pipe, 50mm O.D. (40mm N.D.), PP-R pipe, 32 lm PN 20 pressure class, and its associated fittings, pipe supports and other accessories Water pipe, 40mm O.D. (32mm N.D.), PP-R pipe, j. 44 Im PN 20 pressure class, and its associated fittings, pipe supports and other accessories Water pipe, 32mm O.D. (25mm N.D.), PP-R pipe, k. 280 Im PN 20 pressure class, and its associated fittings, pipe supports and other accessories Water pipe, 25mm O.D. (20mm N.D.), PP-R pipe, 1. 64 Im PN 20 pressure class, and its associated fittings, pipe supports and other accessories m. Water pipe, 20mm O.D. (15mm N.D.), PP-R pipe, 16 lm PN 20 pressure class, and its associated fittings. pipe supports and other accessories **B.8** Spare parts for self-priming centrifugal pump from 1 lot one(1) year operation as recommended manufacturer and as specified in the technical specifications Painting of installed equipment, steel supports and / e. 1 lot or touch-up coating for shop-painted surfaces **B.9** Excavation/backfilling, penetrations / chipping 1 lot through walls and floor for piping B.10 Installation, Test and Disinfection 1 lot B.11 Labor 1 lot C. **ELECTRICAL WORKS** Department C.1 50AF/20AT MCCB in NEMA 1 Enclosure 1 set 5.5 mm2, 600v, Heat Resistant Thermoplastic, C.2 1 lot (THHN/THWN-2). Copper conductor C.3 600v, Heat Resistant Thermoplastic, 3.5mm2, 1 lot (THHN/THWN-2). Copper conductor 20 mmØ Upvc with Boxes. Locknuts, with elbows C.4 1 lot and other Fillings C.5 Labor 1 lot

Gate valve, 20mmØ, Swing type, cast bronze,

Hose Bibb, 20mmØ, bronze body, screwed ends,

screwed ends, rising stem, Class150

1

11

Set

Set

OIC, Watershed Management C. ORTIZ ROSAORÓ

Y. ROXAS

BY:

## ARTICLE III PROJECT LOCATION AND CONTRACT DURATION

The project site is located at NPC San Roque Watershed Area Team (SRWAT) Office, San Roque, San Manuel, Pangasinan.

The project shall commence immediately upon issuance of the Notice to Proceed and the completion period shall be within forty five (45) calendar days reckoned from the contract effectivity date stated in the Notice to Proceed (NTP).

## ARTICLE IV MODE OF PAYMENT

For and in consideration of the WORKS to be undertaken by the CONTRACTOR as specified in Article II hereof, NPC shall pay the CONTRACTOR in Philippine Pesos and in accordance with the Contract documents in the amount of and not exceeding FOUR HUNDRED NINETY EIGHT THOUSAND FIVE HUNDRED PESOS ONLY (P 498,500.00).

Payment shall be thirty (30) calendar days after submission of complete supporting documents.

## ARTICLE V 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 or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent 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 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 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

GIGILIN A JANDEROZA (CONTRACTOR)

BY:

MARIO P. BALLERAS

Project Administrator

ROSAORO C. ORTIZ
OIC, Watershed Management
Department

FERMANDO MARTIN Y ROXAS
President and CEO



CONTRACTOR)

BY:

MARIO P. BALLERAS

Project Administrator

RTIN Y ROXAS President and CEO BY.

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 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 VI** 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 VII** NON-ASSIGNMENT AND NO SUB-CONTRACT

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 VIII** 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 IX 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 X** 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 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 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 XI 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

# Project Administrator

MÁRIO P. BALLERAS

BY:

(CONTRACTOR) GIGILIN A. MEENUN

Watershed Management

ROSAORO-C. ORTIZ

FERNANDO MARTÍN Y ROXAS President and CEO

(CONTRACTOR)

ΒΥ:

MARIO P. BALLERAS

Project Administrator

OIC, Watershed Management ROSAORO C. ORTIZ FERNANDO MARTIN Y. ROXAS President and CEO

Department

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

#### **ARTICLE XII** 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 to thereto is joint and several and for this reason NPC may proceed against any or all of them.

#### **ARTICLE XIII 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 XIV GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

#### **ARTICLE XV 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, Delivery, Installation and Test of New Water Supply System for SRWAT Office & Nursery Contract No. LOG MSSP 2024-11-135-MGF

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IN WITNESS WHEREOF, the parties hereto have signed these presents on this \_\_i31+\_ day \_\_vctwcx\_\_, 2024, Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC) NARRA MULTI-PURPOSE COOPERATIVE (CONTRACTOR)

BY:

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

MARIO P. BALLERAS Project Administrator

SIGNED IN THE PRESENCE OF:

ROSAORO C. ORTIZ OIC, Watershed

Management Department

GIGILAN A METOZA
(CONTRACTOR)

**FUNDS AVAILABLE:** 

LORLINA E. BOMEDIANO

Sr. Dept. Manager, Finance

CERTIFIED FUNDS AVAILABLE
PERIOD
JOB ORDER WOH 2990 POC

WOH +4908000 ER 4306031 \$498,500.0

MC-EC

Certificate of Budgetary Inclusion

Period: FY 2025

Period: FY 2025
Account / WO/JO: Z990 NOC
CBI Reference No.: PAD-25-11-048

Cost Center: 4306031

Savation F Aragon Manager, BPRD



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

#### **ACKNOWLEDGEMENT**

BEFOREME a Notary Public for and in Quezon City, Philippines, this day of 2024, 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 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 Company he represents.

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

Doc. No. 497;
Page No. 101;
Book No. 6;
Series of 2024.

Until December 31, 2024
IBP Lifetime No.:

PIR No.:

Noary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 20.
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
Panator Defensor-Santiago Avenue (formerly BIR Road)
Comer Quezon Avenue, Diliman, Curror City

Notary Public

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

#### **ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this DEC 0 3 20 day of, 2024, personally appeared, MR. MARIO P. BALLERAS, Project Administrator, NARRA MULTI-PURPOSE COOPERATIVE, with	024
at San Manuel Pangarine on PRIVE issued by 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 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.:

Page No.: (3/5)
Page No.: \( \sqrt{4} \)
Book No.: \( \sqrt{v} \)
Series of 2024.

NOTARY ROLL NO. 51 PUBLIC ATTY. ROS FR C. LURAY III Notary Public Unif Recember 31, 2024 No. Com. Seria Fred City. 25-23 PTP No. 0757782 / 01-03-2024 Asingan, Pamylsinan, Philippines Roll No. 51318/TIN 943-295-047 IBP No. 0622/01-05-2024 Pangasinan Chapter MCLE Compliance No. VII-0023565/04-14-2025 Contact No. 0917-701-9872 Email: rosellerviray3@gmail.com