

ORIGINAL

CONTRACT NO. LOG MSSP 2024-11-136-MDC

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 120 M³
FUEL OIL STORAGE TANK INCLUDING CONSTRUCTION OF
ASSOCIATED FACILITIES FOR CLAVERIA DPP
PR NOS. S1-CLV24-001, S1-CLV24-002 & S1-CLV24-003/
PB241001-DM00540

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 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 -

DELTA CONSTRUCTION AND MARINE SERVICES, a
single proprietorship duly organized and existing under and by
virtue of the laws of Republic of the Philippines with office
address at Units 4 & 5 Roman Super Highway, Camacho,
Balanga City, Bataan, Philippines, herein represented by its
Owner/Sole Proprietor, **MS. NERY F. HUMIDING**, who is duly
authorized to represent it in this transaction, hereinafter referred
to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 12 September 2024, NPC posted the Invitation to
Bid for the Public Bidding of the Supply, Delivery, Installation and Test of 1
x 120 m³ Fuel Oil Storage Tank Including Construction of Associated
Facilities for Claveria DPP;

WHEREAS, there were two (2) prospective bidders who secured
the bidding documents and participated in the bidding conducted on 01
October 2024, on the aforesaid undertaking;

WHEREAS, CONTRACTOR's bid offer was considered as the
single calculated and responsive bid for the Supply, Delivery, Installation
and Test of 1 x 120 m³ Fuel Oil Storage Tank Including Construction of

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC

DELTA CONSTRUCTION AND MARINE SERVICES

(CONTRACTOR)

NERY F. HUMIDING
Owner/Sole Proprietor

BY:

BOYCE ANN T. TIMBANIG
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

CRISANTO V. HILARIO
Vice President - Admin and Finance
(NPC)

NATIONAL POWER CORPORATION

(NPC)

RENE B. BARRUELA
Vice President - Small Power Utilities Group

BY:

(CONTRACTOR)


BY:

BY:


NERY F. HUMIDING
Owner/Sole Proprietor


ROYCE ANN T. TIMBARTHE
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President - Admin and Finance
(NPC)


RENE B. BARRUELA
Vice President - Small Power Utilities Group
(NPC)

Associated Facilities for Claveria DPP;

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. Bidding Documents for the Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including Construction of Associated Facilities for Claveria DPP under PR Nos. S1-CLV24-001, S1-CLV24-002 & S1-CLV24-003 / PB241001-DM00540;
2. Post Qualification Report dated 28 October 2024;
3. Bid Opening/Evaluation Report dated 03 October 2024;
4. CONTRACTOR's bid proposal dated 23 September 2024;
5. Notice of Award dated 18 November 2024;
6. Notice to Proceed; and
7. 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.

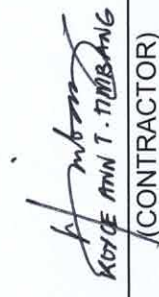
ARTICLE II
SCOPE OF WORK

The work to be done shall comprise the furnishing of all labor, tools, equipment, supply of appurtenant materials and other incidentals to complete and make ready all the works enumerated hereunder in accordance with the specifications contained herein and as shown in the drawings or otherwise directed by the NPC, which shall consist of but not

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC



BY:


NERY F. HUMIDING
Owner/Sole Proprietor
CRISANTO V. HILARIO
Vice President - Admin and Finance
(NPC)
RENE B. BARRUELA
Vice President - Small Power Utilities Group
(NPC)


limited to the following:

- a. Mobilization/establishment of Contractor's complete construction camp and other facilities;
- b. Site development/grading works, clearing, transfer/relocation of any obstruction, disposal of excavated and excess material from backfill/fill in the area to be designated by NPC;
- c. Supply, fabrication, erection/installation and test of one (1) set of fuel oil storage tank with a nominal capacity of 120 cu. meters, nominal diameter of 4.5m and height of 7.2m complete with valves, all tank appurtenances and accessories shown on the drawings and specified in this specification including tank calibration, testing (radiographic & hydrostatic), sandblasting and painting;
- d. Supply, installation and test of one (1) set 18 m³/hr at 30m head fuel oil transfer pump, 480V, 3-phase, 60 hz, gear type complete with built-in relief valve, associated isolation valves, strainers, flow meter, electrical amenities, control & instrumentation and other accessories described in this specification including spare parts for one (1) year operation;
- e. One (1) lot of Domestic Water Supply Piping System, including valves, pipe, fittings, pipe supports, excavation and backfilling of embedded pipes and other pipe accessories including interconnection to existing waterline and disinfection of the system;
- f. Two (2) units of Inverter/Window Type Air Conditioners, 16,000 kJ/h, minimum cooling capacity for bunkhouses, and two (2) units of wall mounted Exhaust Fan for toilets, 100 m³/h minimum capacity, propeller type, direct motor driven, 220V, 60 hz, 1-phase power supply for all air conditioning and ventilation units, all complete with mounting accessories and controls;
- g. Supply, installation and test of pump motor power supply including necessary control, monitoring and protective devices;
- h. Supply, installation and test of power and lighting system;
- i. Supply, laying and test of insulated copper conductors;
- j. Supply and installation of conduit system;
- k. Supply, installation and test of ground conductors, ground connectors, ground rods and other accessories required for the interfacing of all equipment to the existing grounding system;
- l. Construction of new oil-water separator;
- m. Construction of concrete foundation for FOST, concrete slab in

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC

(CONTRACTOR)

BY:


NERY P. HUMIDING
Owner/Sole Proprietor
JUSTICE ANNA T. TUMBALAG
(CONTRACTOR)
CRISANTO V. HILARIO
Vice President - Admin and Finance
(NPC)

(NPC)

BY:


RENE B. BARRUELA
Vice President - Small Power Utilities Group
(NPC)

- tank farm, containment walls including drain pits and valve box;
- n. Construction of fuel pump house complete electrical amenities and concrete foundation for fuel oil transfer pump;
 - o. Construction of hazardous waste storage facility;
 - p. Supply and install 2 x 20-footer containerized bunkhouse including construction of its concrete foundation;
 - q. Supply, installation and test of one (1) lot waste oil/water drain pipes including the required excavation and backfilling works and necessary interconnection works to the existing FOST and its associated fuel oil piping, and drainage systems as applicable and shown on the drawings;
 - r. Supply, installation and test of one (1) lot fuel oil pipes, pipe fittings, pipe supports, associated valves and accessories, required excavation and backfilling works, interconnection works with existing fuel piping system and drainage systems as shown on the drawings;
 - s. Supply and installation of one (1) set of foam (AFFF/F3) wheeled type fire extinguisher complete with self-contained cylinder mounted on a frame with handle, floor stand and steel wheels, 125 L min. (33 gallons) capacity complete with associated valves, dial gauge indicator, nitrogen expellant tank for unit pressurization, appropriate size of discharge hose of 15m long fitted with couplings and foam nozzle assembly and shall be certified/approved by the certifying body specified in Section VI-Technical Specifications, Part I - MW-6.1 of the Bidding Documents;
 - t. Supply and installation of three (3) units of portable type fire extinguisher, clean agent (HCFC or Halotron I type), 7.1 kg (15.5 lbs), wall-hung type and shall be certified/approved by the certifying body specified in Section VI-Technical Specifications, Part I - MW-6.1 of the Bidding Documents;
 - u. Supply of one (1) unit of 10m long fuel oil sounding tape;
 - v. Tagging and marking for all supplied equipment including tank, valves and piping in accordance with the requirements of the relevant technical specifications;
 - w. Corrosion protection and painting;
 - x. Demobilization including clearing of site/demobilization of Contractor's camp facilities; and
 - y. All other work and services required to complete the project.

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC

BY:

BY:


NERY F. HUMIDING
 Owner/Sole Proprietor


JOYCE ANN T. TIMBANG
 (CONTRACTOR)


CRISANTO V. HILARIO
 Vice President - Admin and Finance
 (NPC)


RENE B. BARRUELA
 Vice President - Small Power Utilities Group

MINIMUM REQUIRED PERSONNEL

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

a) One (1) Project/Site Engineer

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

b) One (1) Materials Engineer (as required by DPWH Department Order No. 111)

Registered Civil Engineer with valid accreditation from the Department of Public Works and Highways (DPWH) as Materials Engineer I.

c) 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).

MINIMUM REQUIRED CONSTRUCTION EQUIPMENT

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

1. Welding Machine (300 Amp)	2 units
2. Bar Cutter (32 mm \varnothing capable)	1 unit
3. Concrete Mixer (1-bagger)	2 units
4. Oxy-acetylene Gas Cutter	1 unit
5. Water Truck (500 gal. cap.)	1 unit
6. Concrete Vibrator (3.5 hp)	1 unit
7. Vibratory Plate Compactor	1 unit
8. Cargo Truck	1 unit


CONTRACTOR shall, in accordance with the provisions of, and subject to the conditions contained in the Contract Documents, fully and faithfully furnish all superintendence, labor, materials, supplies, tools and equipment (in accordance with the requirements of the Technical Specifications) for the Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including Construction of Associated Facilities for Claveria DPP.

Contract between NPC and Delta Construction & Marine Services
 Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
 Construction of Associated Facilities for Claveria DPP
 Contract No. LOG MSSP 2024-11-136-MDC

(NPC)

BY:

BY:


NERY F. HUMIDING
Owner/Sole Proprietor
ROYCE AND T. TIMBANG
(CONTRACTOR)
CRISANTO V. HILARIO
Vice President - Admin and Finance
(NPC)
RENE B. BARRUELA
Vice President - Small Power Utilities Group

ARTICLE III COMMENCEMENT AND COMPLETION PERIOD

The CONTRACTOR shall complete the works as herein specified within **TWO HUNDRED FORTY (240) CALENDAR DAYS** which shall become effective from receipt of Notice to Proceed. The total contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of work at site.

The project is located at Claveria DPP, Sitio Kilapad, Poblacion 2, Claveria, Masbate.

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 is the total amount of and not exceeding **PHILIPPINE PESOS: EIGHT MILLION FOUR HUNDRED NINETY FIVE THOUSAND ONE HUNDRED SEVENTY SEVEN PESOS AND 37/100 (PHP 8,495,177.37)**, as indicated in Annex A.

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 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.

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC

(CONTRACTOR)

BY:

BY:

NERY F. HUMING
Owner/Sole ProprietorCRISANTO V. HILARIO
Vice President - Admin and Finance
(NPC)RENE B. BARRUELA
Vice President - Small Power Utilities GroupROYCE ANN T. TIMBANIC
(CONTRACTOR)**ARTICLE VI**
ENTIRE CONTRACT

This contract is for one whole, complete work. Partial payments made by NPC and/or the use of parts of the work or its equivalent shall not constitute as acceptance of any part of the work prior to its completion and final acceptance in writing by NPC.

ARTICLE VII
CONTRACTOR'S LIABILITY

The Parties hereby agree that the employees of the CONTRACTOR are not employees of NPC. NPC shall not in any way be liable or responsible for any personal injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR, including its sub-contractor, agent, or supplier, whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify NPC for whatever injury or damages caused or occasioned by the failure, negligence or conduct of the CONTRACTOR and/or its employees, sub-contractors, agents, suppliers or consultants arising out of in connection with or on the occasion of the performance of the Contract. The CONTRACTOR shall, at all times, stand solely liable and/or responsible for the enforcement of and compliance with all existing laws, rules and regulations; and binds itself to save and hold NPC free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

ARTICLE VIII
RESPONSIBILITY OF THE CONTRACTOR

The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by NPC and shall be held responsible for any damage or destruction of works until final acceptance.

ARTICLE IX
NON-ASSIGNMENT AND NO SUBCONTRACTING

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

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC


NERY F. HUMDING
Owner/Sole Proprietor

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 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.

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC

BY:


ROYCE T. TIMBANA
(CONTRACTOR)


CRISANTO V. HILARIO
Vice President - Admin and Finance
(NPC)


RENE B. BARRUELA
Vice President - Small Power Utilities Group
(NPC)

BY:

(CONTRACTOR)

BY:


NERY F. HUMIDING
 Owner/Sole Proprietor


ROYCE JUAN T. AMBAN
 (CONTRACTOR)


CRISANTO V. HILARIO
 Vice President - Admin and Finance
 (NPC)


RENE B. BARRUELA
 Vice President - Small Power Utilities Group
 (NPC)

BY:

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 of 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 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 Ten Percent (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 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

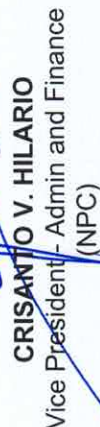
Contract between NPC and Delta Construction & Marine Services
 Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
 Construction of Associated Facilities for Claveria DPP
 Contract No. LOG MSSP 2024-11-136-MDC





(CONTRACTOR)

BY:


NERY F. HUMDING
Owner/Sole Proprietor
ROLY A. T. TIMBANA
(CONTRACTOR)
CRISANTO V. HILARIO
Vice President - Admin and Finance
(NPC)
RENE B. BARRUETA
Vice President - Small Power Utilities Group
(NPC)

BY:

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.

This 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 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 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.


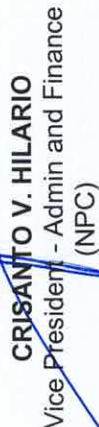
Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC

(CONTRACTOR)

(NPC)

BY:

BY:


NERY F. HUMIDING
Owner/Sole Proprietor
CRISANTO V. HILARIO
Vice President - Admin and Finance
(NPC)
RENE B. BARRUELA
Vice President - Small Power Utilities Group
(NPC)

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 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 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.

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC

ARTICLE XIX
VENUE OF ACTION

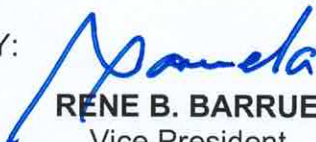
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 13th day of December, 2024 at Quezon City, Philippines.


NATIONAL POWER CORPORATION
(NPC)

DELTA CONSTRUCTION AND MARINE SERVICES
(CONTRACTOR)

BY:


RENE B. BARRUELA
Vice President
Small Power Utilities Group

BY:



NERY F. HUMIDING
Owner/Sole Proprietor

SIGNED IN THE PRESENCE OF:


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


ROYCE ANN T. TIMBANA
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Dept. Manager, Finance

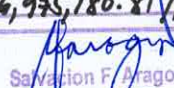
66)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	Various NO
COST CENTER	5883026
AMOUNT	P 8,495,177.37

NO # EG01A79 P 6,975,180.81
NO # EG01A80 P 1,219,996.56
NO # EG01A72 P 300,000.00

1CG(67) NON-OMA

Certificate of Budgetary Inclusion	
Period:	FY 2025
Account / WO/JO:	EG01A79/EG01A80/EG01A72
CBI Reference No.:	PRD-25-11-0498
Cost Center:	5883026
Amount	P 6,975,180.81 / P 1,086,448.69 / P 433,497.87


Salvador F. Aragon
Manager, SPRD

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this DEC 13 2024 day of _____, 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. 481 ;
Page No. 98 ;
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; Tatala
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

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC

he }

ffn

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in CITY OF BALANGA, Philippines, this _____ day of DEC 03 2024, 2024, personally appeared **MS. NERY F. HUMIDING**, Owner/Sole Proprietor, **DELTA CONSTRUCTION AND MARINE SERVICES** with Identification Document in the form of TIN ID: 243-106-264-000, issued by BIR 100 020 at BALANGA, BATAAN on 09/08/2017, 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.

Doc. No.: 300
Page No.: 61
Book No.: 157
Series of 2024.

Notary Public
Until December 31, 2024

IBP Lifetime No.: _____

PTR No.: _____

Atty. JORESCEL S. PANGANIBAN
NOTARY PUBLIC

NC No. 422-2023, Balanga City, Bataan

Valid until December 31, 2025

Roll of Attorney No. 43690; IBP Life Member No. 01590

PTR No. 3470594 ; 1/2/2024, Balanga City, Bataan

Suite 31 Wilson Hotel, Balanga City, Bataan

Contact Nos. (047) 613-6460; 09770269657

Contract between NPC and Delta Construction & Marine Services
Supply, Delivery, Installation and Test of 1 x 120 m³ Fuel Oil Storage Tank Including
Construction of Associated Facilities for Claveria DPP
Contract No. LOG MSSP 2024-11-136-MDC

NATIONAL POWER CORPORATION
(NPC)

BY:


RENE B. BARRUELA
Vice President - Small Power Utilities Group

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President - Admin and Finance
(NPC)

DELTA CONSTRUCTION AND MARINE SERVICES
(CONTRACTOR)

BY:


NERY F. HUMIDING
(CONTRACTOR)


NERY F. HUMIDING
Owner/Sole Proprietor

ANNEX A

BILL OF QUANTITIES

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 120 CU. M. FUEL OIL STORAGE
TANK INCLUDING CONSTRUCTION OF ASSOCIATED
FACILITIES FOR CLAVERIA DPP

PR NOS. S1-CLV24-001, S1-CLV24-002 & S1-CLV24-003 / PB241001-DM00540

ITEM NO.	DESCRIPTION OF WORK	TOTAL AMOUNT IN PESOS
1	Architectural Works	929,934.23
2	Civil Works	2,313,834.74
3	Mechanical Works	4,948,725.27
4	Electrical Works	302,683.13
TOTAL AMOUNT (PHP)		8,495,177.37