

NATIONAL POWER CORPORATION
(NPC)

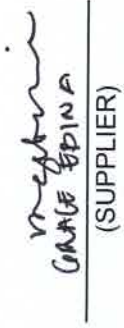
SIGNED IN THE PRESENCE OF:


JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES
AND CLEAN N GREEN ENERGY SOLUTIONS, INC.
(SUPPLIER)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


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


GARCE ESPINA
(SUPPLIER)


JULIUS VINCENT R. CATANIAG
Authorized Representative

CONTRACT NO. LOG MSSP 2024-04-054-DVA

**SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF
2 X 150 KW MODULAR DIESEL GENERATING SETS, AND
ASSOCIATED ELECTRICAL EQUIPMENT AND BALANCE OF PLANT
FOR THE ELECTRIFICATION OF NEW AREA IN JINTOTOLO ISLAND,
BALUD, MASBATE**
HO-PIG23-001 / PB230321-NA00039 (NP)

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 -

JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES AND CLEAN N GREEN ENERGY SOLUTIONS, INC., a joint venture duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Davao St., Aluba, Macasandig, Cagayan de Oro City, Philippines herein represented by its Authorized Representative, **MR. JULIUS VINCENT R. CATANIAG**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**;

WITNESSETH : That –

WHEREAS, the procurement had undergone three (3) failed public biddings last 21 March 2023, 29 May 2023, and 17 July 2023;

WHEREAS, the BAC recommended the conduct of Alternative Mode of Procurement – Negotiated Procurement (Three Failed Biddings) and approved by the President and CEO per Post Qualification Report dated 22 August 2023;

WHEREAS, on 14 February 2024, NPC posted the Invitation to Bid for the Negotiated Procurement for the Supply, Delivery, Installation, Test and Commissioning of 2 x 150 kW Modular Diesel Generating Sets, and Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in Jintotolo Island, Balud, Masbate;

WHEREAS, only one (1) prospective bidder secured the Terms of

Contract between NPC and JV of MLS JC Construction Services & Clean N Green Energy Solutions, Inc. Supply, Delivery, Installation, Test and Commissioning of 2 x 150 kW Modular Diesel Generating Sets, and Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in Jintotolo Island, Balud, Masbate
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JULIUS VINCENT R. CATANIAG
Authorized Representative

Reference and participated in the Negotiated Procurement conducted on 05 March 2024 on the aforesaid undertaking;

WHEREAS, the SUPPLIER's bid offer for the Supply, Delivery, Installation, Test and Commissioning of 2 x 150 kW Modular Diesel Generating Sets, and Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in Jintotolo Island, Balud, Masbate was considered as the single calculated and responsive bid;

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. Terms of Reference for the Supply, Delivery, Installation, Test and Commissioning of 2 x 150 kW Modular Diesel Generating Sets, and Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in Jintotolo Island, Balud, Masbate (PR No. HO-PIG23-001 / PB230321-NA00039 (NP);
2. Notice of Award dated 25 April 2024;
3. Post-qualification Report dated 15 March 2024;
4. Negotiated Bid Opening/Evaluation Report dated 05 March 2024;
5. SUPPLIER's Bid Proposal (Eligibility/Technical & Financial Components) dated 04 March 2024;
6. Post Qualification Report on the approval to conduct Alternative Mode of Procurement – Negotiated Procurement dated 22 August 2023;
7. Notice to Proceed; and
8. The Performance Security to be filed by SUPPLIER in accordance with this Contract.


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 documents with the latest date shall prevail.

Contract between NPC and JV of MLS JC Construction Services & Clean N Green Energy Solutions, Inc. Supply, Delivery, Installation, Test and Commissioning of 2 x 150 kW Modular Diesel Generating Sets, and Associated Electrical Equipment and Balance of Plant for the Electrification of New Area in Jintotolo Island, Balud, Masbate
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(SUPPLIER)

BY:


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Authorized Representative

ARTICLE II **SCOPE OF WORK**

The SUPPLIER's scope under this Project shall generally consist of the following:

- Design, manufacture, factory test, deliver, installation of electro-mechanical equipment, associated auxiliaries and electrical equipment;
- Delivery of labor and supervision, materials, and supplies, tools and equipment for the construction of civil works including detailed design of associated civil/structural works for all equipment to be supplied by the SUPPLIER as specified herein;
- Inspection, test and commissioning of equipment and machinery to ascertain that they are functioning in accordance with the contract provisions and guarantees;
- Training of NPC personnel covering electrical, mechanical, instrumentation and control systems, troubleshooting including the supply of manufacture's software needed in programming the Diesel Generating Sets control setting and electro/digital governing system including other digital components that require exclusive programs from the Manufacturer with free update throughout the operating life of the Diesel Generating sets.

The SUPPLIER shall also provide all other related works not specifically mentioned in the Specifications but are necessary to complete the Works so as to be ready for commercial operation in accordance with the intent of the Contract. It is understood that all costs pertinent thereto are included in the Schedule of Requirements.

The scope of works shall consist of the design, furnishing/supply, delivery, installation, test and commissioning of Diesel Generating Sets and auxiliaries, electrical equipment and associated civil works.

ARTICLE III **PROJECT DURATION AND LOCATION**


The SUPPLIER shall complete the works within **THREE HUNDRED (300) CALENDAR DAYS** which shall become effective from receipt of the Notice to Proceed. The total contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of works at the site.

The project which consists of two (2) Diesel Generating sets and associated electrical equipment shall be located in new plant site in Jintotolo Island, Masbate.

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Vice President, Admin & Finance
(NPC)


CARLO C. BINA
(SUPPLIER)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS TWENTY FOUR MILLION SEVEN HUNDRED SEVENTY THREE THOUSAND THREE HUNDRED SIXTY NINE AND 22/100 PESOS (PHP 24,773,369.22) ONLY.**

The Total Contract Price specified above shall be paid in accordance with the provision of Section II-GCC, Clause 10 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.

- 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.
- 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 National Power Corporation.

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

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Vice President, Admin & Finance
(NPC)


GARBO C. BINA
(SUPPLIER)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative
(SUPPLIER)

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 II-GCC, Clause 17 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 SUPPLIER'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 fail 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%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

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(NPC)

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BY: 
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President and CEO


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


GRACE C. DINA
(SUPPLIER)

BY: 
JULIUS VINCENT R. CATANIAG
Authorized Representative

ARTICLE VIII
NON-ASSIGNMENT AND NO SUB-CONTRACT

The SUPPLIER shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the SUPPLIER of its responsibilities under the Contract. The SUPPLIER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SUPPLIER shall be responsible for the observance by the sub-SUPPLIER of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-SUPPLIER shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the SUPPLIER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SUPPLIER because of the disapproval or removal of the sub-SUPPLIER, or because of the late submission of its approval.

ARTICLE 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 shall be modified accordingly.

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Contract No. LOG MSSP 2024-04-054-DVA

A

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:


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Vice President, Admin & Finance
(NPC)

JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES
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(SUPPLIER)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

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

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President and CEO


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

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

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 to 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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IN WITNESS WHEREOF, the parties hereto have signed this Contract
this 24th day of MAY, 2024 at Quezon City, Philippines.


NATIONAL POWER CORPORATION
(NPC)

**JV OF MLS JC CONSTRUCTION
SERVICES AND CLEAN N GREEN
ENERGY SOLUTIONS, INC.**
(SUPPLIER)


By:



FERNANDO MARTIN Y. ROXAS
President and CEO

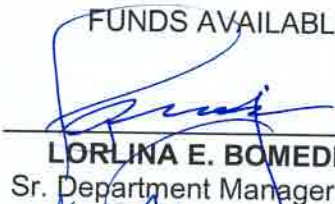
By:


JULIUS VINCENT R. CATANIAG
Authorized Representative

SIGNED IN THE PRESENCE OF:


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


CHARLES C. EDINA
(SUPPLIER)

FUNDS AVAILABLE

LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

SARO 2022

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	WO# J800A12
COST CENTER	4204903
AMOUNT	P 24,773,369.22

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REPUBLIC OF THE PHILIPPINES)
S.S.

QUEZON CITY

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
day of MAY 24 2024, 2024, personally appeared **MR.
FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER
CORPORATION**, with Identification Document 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 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. 262 ;
Page No. 54 ;
Book No. 4 ;
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 20...
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

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BY: 
GABE C. BINA
(SUPPLIER)


JULIUS VINCENT R. CATANIAG
Authorized Representative
ANNEX A

SCHEDULE OF REQUIREMENTS

SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF 2 X 150 KW MODULAR DIESEL GENERATING SETS, AND ASSOCIATED ELECTRICAL
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HO-PIG23-001 / PB230321-NA00039 (NP)

ITEM NO.	DESCRIPTION	TOTAL AMOUNT IN FIGURES		TOTAL PRICE
		FOREIGN CURRENCY	PHIL. PESO	
A	Generating Sets	89,241.48	4,998,415.29	6,648,453.29
B	Power Transformer/s	33,178.66	1,858,336.75	2,911,546.75
C	Other Mechanical Works	-	-	3,808,595.00
D	Other Electrical Works	-	-	4,355,400.00
E	Civil and Architectural Works	-	-	4,468,978.18
F	Spare Parts and Standard/Special Tools	-	-	1,955,646.00
G	Miscellaneous Works	-	-	624,750.00
TOTAL AMOUNT (PHP)				₱24,773,369.22