CONTRACT NO. LOG MSSP 2023-10-103-JPP

FURNISHING OF LABOR AND MATERIALS FOR DRY DOCKING AND REPAIR OF PB 113 PR NO. \$2-B1322-014 / PB231009-NA00293

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 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 -

JOINT VENTURE OF GOLDEN ARROW TRADING, a single proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 17 San Lorenzo Street, San Vicente Village, Maysilo, Malabon City, Philippines herein represented by its Sales Executive, MS. TRINA ALEC R. **DELOS REYES** and FRABELLE SHIPYARD CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at Baradero St. Rizalina Compound, Navotas Fish Port, Navotas City, Philippines herein represented by its General Manager, MR. NARCISO B. DE GUZMAN who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR.

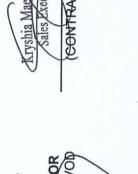
WITNESSETH: That -

WHEREAS, on 16 September 2023, NPC posted the Invitation to Bid for the Public Bidding for the Furnishing of Labor and Materials for Dry Docking and Repair of PB 113;

WHEREAS, there were three (3) prospective bidders who secured the bidding documents and participated in the bidding conducted on 09

Contract between NPC and JV of Golden Arrow Trading & Frabelle Shipyard Corporation Furnishing of Labor and Materials for Dry Docking and Repair of PB 113 Contract No. LOG MSSP 2023-10-103-JPP

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Group

Small Power Utilities

Vice President, Small Power Utilities ENE B. BARRUEL

October 2023 on the aforesaid undertaking;

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 Furnishing of Labor and Materials for Dry Docking and Repair of PB 113 (PR No. S2-B1322-014 / PB231009-NA00293;
- 2. Supplemental/Bid Bulletin Nos. 1 & 2 dated 21 September 2023 and 02 October 2023:
- 3. CONTRACTOR's bid proposal dated 09 October 2023 as reflected in Annex A;
- Bid Opening/Evaluation Report dated 09 October 2023;
- Post-qualification Report dated 12 October 2023;
- Notice of Award dated 25 October 2023;
- 7. Notice to Proceed; and
- 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".

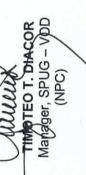
In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, latter shall govern. Should there be inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

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BY:



Group

B. DE GUZMAN

SEYES

TRINA,

BY:

Executive

General Manager

ARTICLE II SCOPE OF WORK

The scope of work covers the supply of all labor, materials, equipment, tools and other necessary incidents for superstructure works required in the repair of PB 113 as enumerated hereunder:

- a. Structural Works: The Contractor shall provide supervision, labor, tools, materials and all necessary equipment and services for the repair of hull (side plates), superstructure (powerhouse, equipment/auxiliary rooms and main and bottom decks), appendages and other works including surface preparation and painting;
- b. Tank Cleaning/Works: The Contractor shall provide supervision, labor, tools, materials and all necessary equipment for cleaning of Diesel Fuel Oil (DFO), Heavy Fuel Oil (HFO), Day, Lube/Dirty Oil, Freshwater, Ballast, Void Tanks, Void and Sewage Tanks including coffer dam, pump room and main deck under flooring to eliminate all combustible gases as prerequisite for dry-docking activities and prior to hot works on the barge structure.

The works includes the conduct of Gas Free Test for fuel and lube oil tanks including pump room and main deck's under flooring.

- c. Mechanical/Electrical Works: The contractor shall provide supervision, labor, tools, materials and all necessary supply and services/repair for electrical and mechanical equipment; cropping out and replacement of damaged piping, fittings, steel supports/base/brackets, surface preparation and painting including their its hauling/transport to the designated storage area.
- d. Other Services: The Contractor shall also provide other related works as required in TS-6.0 to fully complete the repair of the PB for its safe and reliable operation in accordance with the intent of the bidding documents/contract.

Supplied equipment/components/devices, pipes, valves and strainer shall have same size/specification with the existing and subject to NPC's approval.

Any item or device not specifically called for in the Specifications, but is necessary to provide a complete and successfully working generating unit installation, or which may be found desirable to stabilize operation, reduce excessive noise and harmful vibration, or otherwise prevent unsatisfactory operation of the equipment, shall be furnished. All equipment, materials and devices specified herein shall be furnished and installed complete with all

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TIMPTEO T. DIACOR

RENE B. BARRUELA

Vice President, Small Power Utilities Group

BY:

accessories necessary to operate and meet the service requirements of the specification.

ARTICLE III CONTRACT DURATION AND LOCATION

The contract duration shall be **Sixty (60) Calendar Days** reckoned from the date stated in the Notice to Proceed.

After satisfactory completion of all works under the contract and undocking of PB 113, towing of the vessel from dockyard to its mooring site – Dynacast Shipyard, Danao City, Cebu, shall be the NPC responsibility using NPC's tugboat.

ARTICLE IV DOCUMENTS TO BE SUBMITTED

Documents to be submitted before or upon completion of works:

- 1. Shell Expansion plan (as-built drawings);
- 2. License and/or ISO Certificate of Tank calibrator/surveyor;
- 3. All Test Results/Records;
- Barge photos before starting, during work implementation and after completion of each work item;
- Certificate of Warranty for one (1) year on repair works and supplied equipment/components and materials against factory defects/workmanship;
- Final inspection Report conducted jointly and signed by Contractor and authorized NPC representative(s);
- 7. Certificate of work completion from Contractor;
- 8. Weekly Progress Report: and
- 9. Valid Marina Certificate: PB/Ship Safety Certificate.

ARTICLE V PAYMENT

For and in consideration of the goods and services rendered by the CONTRACTOR to NPC, the latter shall pay the former the total amount of NINE MILLION ONE HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED TWENTY EIGHT PESOS (PHP 9,198,828.00) inclusive of VAT and subject to appropriate Philippine taxes throughout the duration of the contract period.

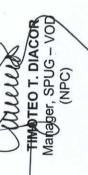
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O B. DE GUZMAN



Group

Vice President, Small Power Utilities

B. DE GUZMAN

eneral Manager

Executiv

TRINA

BY:

Group Vice President, Small Power Utilities ENE B. BARRUEL

ARTICLE VI PERFORMANCE SECURITY

To guarantee the faithful performance of its obligations under the Contract, CONTRACTOR shall post a performance security which shall remain valid and effective during the contract duration. The Performance security maybe in any of the following forms:

- a. Cash, Cashier's/Manager'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 Universal or Commercial Bank, if issued by a foreign bank which shall be Five Percent (5%) of the total Contract
- b. Surety Bond callable upon demand and penal in nature issued by a surety or insurance company duly accredited 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 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 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.

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Group

Vice President, Small Power Utilities

RENE B. BARRUE

ARTICLE VII GUARANTEE

The CONTRACTOR shall guarantee that he will repair and/or replace, at his own cost, all repair works and supplied equipment/components against defect in design, workmanship and materials for one (1) year after issuance of Acceptance Certificate by NPC.

The Contractor shall submit a Warranty Certificate effective from the date of acceptance by NPC.

ARTICLE VIII LIQUIDATED DAMAGES

Should CONTRACTOR 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.

ARTICLE IX 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.

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BY:

Group

President, Small Power Utilities

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 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 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.

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Contract No. LOG MSSP 2023-10-103-JPP

BY:

Vice President, Small Power Utilities Group

ARTICLE XIII WARRANTY CLAUSE

CONTRACTOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officers 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 the service awarded to it (to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of the NPC's officials and employees; that if any commission is being paid to a private person, he 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 civil or criminal action under the Anti-Graft Law and other applicable laws against the CONTRACTOR and/or his representative and NPC officials/employees involved.

ARTICLE XIV 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 XV 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 XVI EFFECTIVITY

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

ARTICLE XVII 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 only.

Contract between NPC and JV of Golden Arrow Trading & Frabelle Shipyard Corporation Furnishing of Labor and Materials for Dry Docking and Repair of PB 113 Contract No. LOG MSSP 2023-10-103-JPP

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 27 h day of Duentho, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC)

JV OF GOLDEN ARROW TRADING & FRABELLE SHIPYARD CORP. (CONTRACTOR)

BY:

Vice President

Small Power Utilities Group

BY:

TRINA AL

Sales Executive

NARCISO B. DE GUZMAN General Manager

> Kryshia Mae Paredes Sales Executive

(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

TIMOTEO T. DIACOR

Manager, SPUG - VOD

(NPC)

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CERTIFIED FUNDS AVAILABLE

PERIOD JOB ORDER COST CENTER

FUNDS AVAILABLE

LORLINA E. BOMEDIANO

Sr/Dept. Manager, Finance

Contract between NPC and JV of Golden Arrow Trading & Frabelle Shipyard Corporation Furnishing of Labor and Materials for Dry Docking and Repair of PB 113 Contract No. LOG MSSP 2023-10-103-JPP

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

<u>ACKNOWLEDGEMENT</u>

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this ______ day of _DEC 2 1 2023, 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 eleven (11) pages, including the pages wherein the acknowledgements are written, all pages signed by the 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.

Doc. No. 187; Page No. 39; Book No. 5; Series of 2023. PTR No.:

ATTY. ROPOLFO 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. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Until December 31, 2023

Notary Public

IBP Lifetime No.:

REPUBLIC OF THE PHILIPPINES) QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, ANotary Public for and in Quezon City, Philippines, this 22 day of ______, 2023, personally appeared the following:

Identification Document in the form of

Government ID

Issued By

Date Issued

TRINA ALEC R. DELOS

REYES

NARCISO B. DE **GUZMAN**

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 they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represents.

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

> ATTY. CHERBY LYNNE'S **Motary Public**

Until December 31, 2023 Admin Matter No.083

Admin Matter No.083" PTR No.4080808988179,2023 Qual 227City IBP No IBP Lifeting & No 23

Foll Nop#784 No. MCLE No. VII-0007339 until April 14,2025 Address: Suite 101-E Fil-Garcia Tower No.140 Kalayaan Avenue corner

Mayaman Street. Brgy. Central Q.C

Doc. No.: 107 Page No.: 22 Book No.: Series of 2023.

Contract between NPC and JV of Golden Arrow Trading & Frabelle Shipyard Corporation Furnishing of Labor and Materials for Dry Docking and Repair of PB 113 Contract No. LOG MSSP 2023-10-103-JPP

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NATIONAL POWER CORPORATION

BY:

SIGNED IN THE PRESENCE OF:

JOINT VENTURE OF GOLDEN ARROW TRADING & FRABELLE SHIPYARD CORPORATION

(CONTRACTOR)

ВҮ.

EYES NARCISO B. DE GUZMAN

CONTRACTOR

IMOTEO T. DIACOR anager, SPUG – VOI (NPC)

Vice President, Small Power Utilities Group

REVE B. BARRUELA

General Manager

Sales Executive TRINA A

ANNEX A

SCHEDULE OF REQUIREMENTS

FURNISHING OF LABOR AND MATERIALS FOR DRY DOCKING AND REPAIR OF PB 113

S2-B1322-014 / PB231009-NA00293

9.198.828 00	TOTAL AMOUNT (PHP)	TOT							
9,198,828.00	459,941.40	1,103,859.36	735,906.24	6,899,121.00	Н	ot	~	Supervision, Furnishing of Labor, Tools, Equipment and Materials required to complete the Dry Docking and Repair Works of PB 113 including all other works and services as specified in the Technical Specifications	
w	(H)	(9)	(F)	(E)	<u>@</u>	(C)		(B)	€
Local Currency (Phil. Peso) ((E+F+G+H)x C)	Local Transport from Port to Delivery Site (Phil. Peso) >	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Unit Price of Goods Import Duties & Other Delivered up to Levies Imposed by Philippine Port (Phil. Peso) + (Phil. Peso)	Unit Price of Goods Delivered up to Philippine Port (Phil. Peso) +	QTY. UNIT CODE	FIND	AT.	DESCRIPTION	NO.
TOTAL PRICE	LIED AND DELIVERED	VICES TO BE SUPPI	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED	UNIT PRICE FOR GOO					

Note:

NPC shall be responsible for towing of vessel from current mooring site to dockyard and vice versa.

COUNTRY OF ORIGIN	PH PHILIPPINES	
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