BY:

BY



JAVIN PA JA Biom (CONTRACTOR)

-OVP, Admin and Finance (NPC)

ANDO MARTIN Y. ROXAS President and CEO CONTRACT NO. LOG MSSP 2023-11-110-ALC

DESIGN, SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF 25-TON GANTRY CRANE AT THE POWERHOUSE OF PULANGI IV HE PLANT PR No. MG-PLM23-010 / PB2301010-JD00303

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 NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, MR. FERNADO MARTIN Y. ROXAS, who is duly authorized to represent it in this transaction, hereinafter referred to as NPC;

- and -

VICTA CONSTRUCTION MARKETING & GENERAL SERVICES, a proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at 0046 Venus St. Rabagao Villaverde, Iligan City, Philippines herein represented by its General Manager / Proprietress, MS. LILIBETH STIENGER, who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR.

WITNESSETH: That -

WHEREAS, on 21 September 2023, NPC posted the Invitation to Bidfor the Public Bidding for the Design, Supply, Delivery, Installation, Test and Commissioning of 25-Ton Gantry Crane at the Powerhouse of Pulangi IV HE Plant;

WHEREAS, there were two (2) prospective bidders who secured the bidding documents and participated in the bidding conducted on 17 October 2023 on the aforesaid undertaking;

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

Contract between NPC and Victa Construction Marketing & General Servivces
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BY:

Ceneral Manager / Proprietress

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:

- Bid Documents for the Design, Supply, Delivery, Installation, Test and Commissioning of 25 Ton Gantry Crane at the Powerhouse of Pulangi IV HE Plant, PR No. MG-PLM23-010 / PB231010-JD00303;
- 2. Post-qualification Report dated 25 October 2023;
- 3. Supplemental/Bid Bulletin No. 1 dated 04 October 2023;
- 4. Bid Opening Report/Evaluation Report dated 18 October 2023;
- 5. CONTRACTOR's bid proposal dated 14 October 2023;
- 6. Notice of Award dated 20 November 2023;
- 7. Notice to Proceed; and
- 8. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

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

CONTRACTOR)

PRLINA E. BOMEDIANO
-OVP, Admin and Finance
(NPC)

NDO MARTIN Y. ROX

Contract between NPC and Victa Construction Marketing & General Services
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BY:

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BY:

General Manager / Proprietress

LIUBETH F. STIENGER

BY:

Kunamy

FERNÁNDO MARTÍN Y. ROXAS

President and CEO

LORLINA E. BOMEDIANO OIC-OVP, Admin and Finance

ARTICLE II SCOPE OF CONTRACT

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 Bidding Documents and Technical Specifications) for the Design, Supply, Delivery, Installation, Test and Commissioning of 25-Ton Gantry Crane at the Powerhouse of Pulangi IV HE Plant.

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

- 1. Mobilization and establishment of the Contractor's complete construction camp, equipment and other facilities;
- Installation of safe barricade and safety devices before start of work:
- 3. Coordination with the plant end-user and technical personnel:
- 4. Ocular site inspection and structure investigation;
- 5. Complete design and construction of all structural steel components (i.e. double crane girder, columns, beams, braces, brackets, gusset plates, railings, stiffener, baseplate, non-shrink cementitious grout, concrete jacketing for baseplate, hoist shelter, bolts, nuts and washers, etc.), including fabrication, installation/erection and painting of metal/steel structures;
- 6. Furnish, Install and Test of main hoist 25-Tons and 3-Tons auxilliary hoist Crane complete with electric motor-operated trolley, electric hoist, crane girder, bumper-end-stopper, pendant type controls, power cables and other works and services as described in the technical specifications:
- 7 .Disconnecting electrical supply to the Crane from DSL Line. Disconnecting all the cables from panels, resistances boxes and junction boxes. Removing the cables from the cable reeling system details/numbering to be documented properly;
- 8. Rolling all the removed cables into circles and bringing them down. bringing down current collectors along with bracket;
- Dismantling the cable reeling system "I" beam and supporting brackets (of the cross trolley) location on the bridges and bringing them down. Disconnecting the hooks from the drums by removing the wire ropes;
- 10. Placement of panels, resistance boxes, cable reeling system brackets (CT & Pendant) and "I" section on the platform and fixing them. Placement of cabin in position and connecting it to the bridges. Putting back CT shed in position, Placement of all the ladders in the position and fixing them;

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BY:

LIKIBETH F. STIENGER
General Manager / Proprietress

- 11. Connecting the cables inside the panels, junction boxes and components on the crane and reconnection of electrical supply to DSL line;
- Installation of hoisting mechanism on platform including ladder and carrying out necessary welding works. Connecting hooks and wire rope onto wire rope drums respectively;
- 13. Installation of wireless vibration sensors at hoisting geared motor for maintenance monitoring;
- 14. Tail run and ensure current collector are smoothly running on DSL line, LT, CT and hoist movements checking and ensure they are smooth;
- 15. Application of special cathodic galvanizing material for all steel structure components for anti-corrosion protection;
- 16. Load Test with certificate before turn over;
- 17. Turnover of technology and commissioning; and
- 18. Demobilization and removal/clearing of the contractor's equipment, construction camp/facilities.



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 Engineer

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

b. One (1) Occupational Safety and Health Practitioner

An Occupational Safety and Health Practitioner in construction accredited by the Department of Labor and Employment (DOLE).

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

c. One (1) Materials Engineer I

With accreditation from the Department of Public Works and Highways (DPWH).

LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance

RNANDO MARTÍN Y. ROX President and CEO (DPWH).

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BY:

LLIBETH F. STIENGER
General Manager / Proprietress

The above key personnel must either be employed by the CONTRACTOR or contracted to be employed for the project. The professional personnel (Project Engineer) must have a valid Professional Regulation Commission (PRC) license.

MINIMUM REQUIRED CONSTRUCTION EQUIPMENT

The list of construction equipment (owned or leased) shall essentially consist of, but not be limited to the following:

a. Service Vehicle	-	1 unit
b. Mobile Crane 25 Tons	-	1 unit
c. Boom Truck 5 Ton		1 unit
d. Welding Machine 300 Amp	-	2 units
e. Heavy Duty Cutting Torch Set	-	2 units
f. Electric Drill	-	2 units
g. Cutting Outfit	-	5 units
h. Electric Grinder	-	2 units

CONTRACTOR shall submit the Program of Work to NPC within Ten (10) calendar days upon acceptance of the Notice of Award.

The period between Program of Work updates is Thirty (30) calendar days.

The amount to be withheld for late submission of an updated Program of Work is One percent (1%) of contract amount.

The date by which "as built" drawings and operating and maintenance manuals are required is within thirty (30) calendar days after completion of contract.

The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Five percent (5%) of contract amount.

ARTICLE III COMMENCEMENT AND COMPLETION PERIOD

CONTRACTOR shall complete all the works specified in the bidding documents within three hundred (300) calendar days. The contract duration is inclusive of ten (10) unworkable days considered unfavorable for the execution of works at the site. The total contract duration shall be reckoned from the date of contract effectivity as specified in the Notice to Proceed.

The project is located at Pulangi IV Hyroelectric Plant, Maramag, Bukidnon.

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LORLINA E. BOMEDIANO DIC-OVP, Admin and Finance (NPC)

FERNÁNDO MARTIN Y. ROXAS
President and CEO

(CONTRACTOR)
BY:
LIMBETH F. STIENGER
General Manager / Proprietress

ARTICLE IV PAYMENTS

For and in consideration of the WORK to be undertaken by CONTRACTOR as specified in the preceding Article II hereof, NPC shall pay the CONTRACTOR in Philippine Currency and in accordance with the Contract Documents, the unit and lump sum prices hereof in the total amount of PHILIPPINE PESOS NINETEEN MILLION SEVEN HUNDRED NINETY SEVEN THOUSAND PESOS (PHP 19,797,000.00).

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

ARTICLE V EXTENSION OF CONTRACT

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

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

ARTICLE VI ENTIRE CONTRACT

The contract is for one whole, complete work. Partial payments made by NPC and/or 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

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ORLINA E. BOMEDIANO OIC-OVP, Admin and Finance (NPC)

(NPC)

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FERNÁNDO WARTIM Y. ROXAS

President and CEO

BY:

BY:

BY:

General Manager / Proprietress F. STIENGER

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 on 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 there from 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 SUBCONTRACT

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, subcontracting 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 subcontract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the subcontractor 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.

OIC-OVP\Admin and Finance **ORLINA E. BOMEDIANO**

Y. ROXAS

Contract between NPC and Victa Construction Marketing & General Services Design, Supply, Delivery, Installation, Test and Commissioning of 25-Ton Gantry Crane at the Powerhouse of Pulangi IV HE Plant Contract No. LOG MSSP 2023-11-110-ALC

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BY:

ARTICLE X
AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

ARTICLE XI SUSPENSION OF WORK

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

ARTICLE XII PRETERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CONTRACTOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CONTRACTOR in the submission 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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Juvy B Jabian (CONTRACTOR)

General Manager / Proprietress

LIMBETH F. STIENGER

LORUNA E. BOMEDIANO
OIC-OVP, Admin and Finance
(NPC)

BY:

BY:

General Manager / Proprietress

F. STIENGER

BY:

ANDOMARTIM Y. ROXAS

LORLINA E. BOMEDIANO

OIC-OVP, Admin and Finance

CONTRACTOR

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 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, equivalent to ten (10%) of the contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

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BY:

BY:

LILIBETH F. STIENGER
General Manager / Proprietress

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

The performance security shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligation under this Contract including the defects liability period of one year. The Performance Security shall be entirely confiscated by NPC upon default of CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

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

ARTICLE XV 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

CONTRACTOR)

LORLINA E. BOMEDIANO DIC-OVP, Admin and Finance (NPC)

RNANDO MARTINY: ROXA:
President and CEO

Contract between NPC and Victa Construction Marketing & General Services
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BY:

General Manager / Proprietress F. STIENGER

ARTICLE XVI LIQUIDATED DAMAGES

Should CONTRACTOR fail 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 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 amount of this Contract, NPC may rescind or terminate this Contract without prejudice to other course of action and remedies available under circumstances.

ARTICLE XVII WARRANTY CLAUSE

CONTRACTOR hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission: that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project prosecution; and that if any commission is being paid to a private person; it shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of 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

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.

VALIDITY CLAUSE

Contract between NPC and Victa Construction Marketing & General Services Design, Supply, Delivery, Installation, Test and Commissioning of 25-Ton Gantry Crane at the Powerhouse of Pulangi IV HE Plant Contract No. LOG MSSP 2023-11-110-ALC

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OIC-OVP, Admin and Finance ORILINA E. BOMEDIANO

BY:

ARTICLE XIX VENUE OF ACTION

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 20-16 day of December, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION

(NPC)

BY:

BY: NDO MARTIN Y. ROXAS

President and CEO

LILIBETH F. STIENGER General Manager/ Proprietress

VICTA CONSTRUCTION MARKETING &

GENERAL SERVICES (CONTRACTOR)

SIGNED IN THE PRESENCE OF:

INA E. BOMEDIANO OIC-OVP, Admin and Finance (NPC)

(CONTRACTOR)

GMACI)

Jury

CERTIFIED FUNDS AV PERIOD

JOB ORDER COST CENTER

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FUNDS AVAILABLE

LORLINA E. BOMEDIANO

ald accent

Sr. Dept. Manager, Finance

Certificate of Budgetary Inclusion FY 2024 Period:

Account / WO/JO CBI Reference No.

PRO24-11-089 Cost Center: Amount

> ragon ger, BPRD

Contract between NPC and Victa Construction Marketing & General Services Design, Supply, Delivery, Installation, Test and Commissioning of 25-Ton Gantry Crane at the Powerhouse of Pulangi IV HE Plant Contract No. LOG MSSP 2023-11-110-ALC

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of 2023, 2023, 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 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.

Doc. No. 170; Page No. 35; Book No. 3;

Series of 2023.

Notary Public
Until December 31, 2023
IBP bifetime No.:
PTR No.:

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. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City

PTR No. 4028415; 01/03/2023; Quezon City

ACLE No. VII-0016459; 4/27/2022; Pasig Ci.v

4th Floor NPC Office Building

Quezon Ave. cor. BIR Road

Diliman, Quezon City

Contract between NPC and Victa Construction Marketing & General Services
Design, Supply, Delivery, Installation, Test and Commissioning of 25-Ton Gantry Crane at the
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ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of December, 2023, personally appeared MS. LILIBETH F. STIENGER, General Manager / Proprietress, VICTA CONSTRUCTION MARKETING & GENERAL SERVICES with Identification Document in the form of Professional License issued by PRC# 0042 556 , on Nov. 18, 1985, known to me and to me known to be Manila 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.

Until December 31, 2023

MY NOTARIATERONOLISCION XPIRES ON DEC. 31, 2024

PTR No. 10520242 10 JEB 01. JAN. 03, 2023 LIFETIME IBP No. 02113, NGLL OF ATTORNEYS 23436

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NATIONAL POWER CORPORATION

BY:

SIGNED IN THE PRESENCE OF:

VICTA CONSTRUCTION MARKETING & GENERAL SERVICES

(CONTRACTOR)

BY:

Jabion

(CONTRACTOR)

LORUINA E. BOMEDIANO OIC-OVP, Admin and Finance

FERNÁNBO-MARTÍN Y. ROXAS President and CEO

(NPC)

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General Manager / Proprietress LILIBETH F. STIENGER

ANNEX A

BID PRICE SCHEDULE SUMMARY DESIGN, SUPPLY, DELIVERY, INSTALLATION, TEST & COMMISSIONING OF 25-TON GANTRY CRANE AT THE POWERHOUSE OF PULANGI IV HE PLANT MG-PLM23-010 / PB231010-JD00303

NO.	PARTICULARS	TOTAL AMOUNT
1.0	Civil Works	P 4,200,000.00
2.0	Electrical Works	2,400,000.00
3.0	Mechanical Works	13,197,000.00
	TOTAL AMOUNT	19,797,000.00

Contract between NPC and Victa Construction Marketing & Gen. Services Contract No. LOG MSSP 2023-11-110-ALC Page 1 of 1