

CONTRACT NO. LOG MSSP 2024-01-024-MDC

**SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF 4 X 50 KW AND 2 X 25 KW MODULAR DIESEL GENERATING SETS AND ASSOCIATED ELECTRICAL EQUIPMENT FOR HILABAAN, STA. MONICA AND TIKLING DPP UNDER PACKAGE 37
SO-OPD22-023 / PB230822-CM00229 (PB2)**

(SUPPLIER)

GILBERT ROLAND V. REBOLOS
General Manager

BY:

(SUPPLIER)

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

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

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 CDO REBCON DIVERSIFIED INC. AND TRANS PILIPINAS POWER & AUTOMATION, INC., a joint venture duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Diversion Road, Zone 7, Barra, Opol, Misamis Oriental, Philippines, herein represented by its General Manager, **MR. GILBERT ROLAND V. REBOLOS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That –

WHEREAS, on 10 October 2023, NPC posted the Invitation to Bid for the 2nd Public Bidding of the Supply, Delivery, Installation, Test and Commissioning of 4 x 50 KW and 2 x 25 KW Modular Diesel Generating Sets and Associated Electrical Equipment for Hilabaan, Sta. Monica and Tikling DPP under Package 37;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 31 October 2023;

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

Contract between NPC and Joint Venture of CDO Rebcon Diversified Inc. and Trans Pilipinas Power & Automation, Inc.
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Contract No. LOG MSSP 2024-01-024-MDC

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:


MG BINA - CDO REBCON
(SUPPLIER)


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


FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

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. Bidding Documents for the Supply, Delivery, Installation, Test and Commissioning of 4 x 50 KW and 2 x 25 KW Modular Diesel Generating Sets and Associated Electrical Equipment for Hilabaan, Sta. Monica and Tikling DPP under Package 37 under PR No. SO-OPD22-023 / PB230822-CM00229 (PB2);
2. Notice of Award dated 26 January 2024;
3. Post Qualification Report dated 28 November 2023;
4. Bid Opening Report dated 06 November 2023;
5. SUPPLIER's bid proposal dated 27 October 2023;
6. Supplemental/Bid Bulletin No. 1 dated 18 October 2023;
7. Notice to Proceed; and
8. The Performance Security to be filed by SUPPLIER 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 SUPPLIER's scope of work under this Project shall generally consist of the following:

- a. Design, manufacture, factory test, deliver, installation of electromechanical equipment, associated auxiliaries and electrical equipment;
- b. 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;

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BY: 
GILBERT ROLAND V. REBOLOS
General Manager


MC DINA - CDO REBCON
(SUPPLIER)


LORINA E. BOMEDIANO
OIC-QVP, Admin and Finance
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

- c. Inspection, test and commissioning of equipment and machinery to ascertain that they are functioning in accordance with the contract provisions and guarantees; and
- d. Training of NPC personnel covering electrical, mechanical, instrumentation and control systems, troubleshooting including the supply of manufacturer's software needed in programming the DG 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 DG sets.

The SUPPLIER 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.

ARTICLE III
PROJECT DURATION AND LOCATION

The SUPPLIER shall complete the works as specified within **TWO HUNDRED SEVENTY (270)** Calendar Days reckoned from receipt of Notice to Proceed. The total contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of works at each site.

The project locations are at Hilabaan DPP, Dolores, Hilabaan Island, Sta. Monica DPP, Oras, Tubabao Island and Tikling DPP, Fulin Island, Eastern Samar.

ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: TWENTY TWO MILLION SIX HUNDRED EIGHTY TWO THOUSAND ONE HUNDRED FORTY SIX AND 07/100 (PHP 22,682,146.07)**, as reflected in Annex A.

The Total Contract Price specified above shall be paid in accordance with the provision of Section IV-GCC, Clause 2 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.

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(SUPPLIER)

BY:

GILBERT ROLAND V. REBOLOS
General Manager

Maria
Maria Molina - CDO
(SUPPLIER)

see att. 333
LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance
(NPC)

Fernando
FERNANDO MARTIN Y. ROXAS
President and CEO

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.

- 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 Five Percent (5%) 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.

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 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 IV-GCC, Clause 5 of the Bidding Documents. This is also a pre-requisite to the discharge and return to the

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BY: 
GILBERT ROLANDO V. REBOLOS
General Manager
(SUPPLIER)


M6 EDINA - CDO REBCON
(SUPPLIER)


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

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO
(NPC)

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 fails to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

ARTICLE VIII
NON-ASSIGNMENT AND NO SUB-CONTRACT

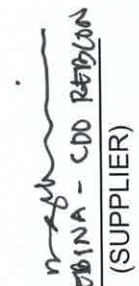
The SUPPLIER shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel 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.

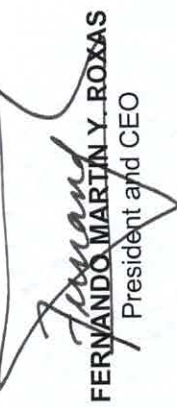
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(SUPPLIER)

BY: 
GILBERT ROLANDO V. REBOLOS
General Manager


MG BINA - CDO REBCON
(SUPPLIER)


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

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

**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.

**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.

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(SUPPLIER)

BY:

GILBERT ROLAND V. REBOLOS
General Manager

[Signature]
MC BINA - CDO REBCON
(SUPPLIER)

[Signature]
LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance
(NPC)

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

**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).

**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.

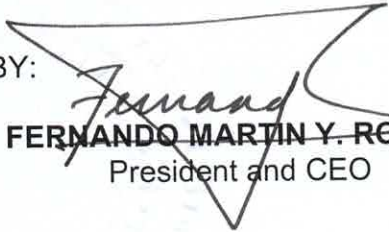
**ARTICLE XVI
VENUE OF ACTION**

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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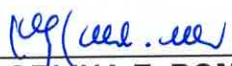
IN WITNESS WHEREOF, the parties hereto have signed this Contract this 15th day of February, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC) **JV OF CDO REBCON DIVERSIFIED INC. & TRANS PILIPINAS POWER & AUTOMATION, INC. (SUPPLIER)**

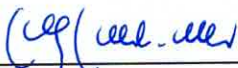

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

BY: 
GILBERT ROLAND V. REBOLOS
General Manager

SIGNED IN THE PRESENCE OF:


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


MG BINA - CDO REBCON
(SUPPLIER)

FUNDS AVAILABLE

LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance


same w/s
CERTIFIED FUNDS AVAILABLE
PERIOD : 2024
JOB ORDER : W0# ESN 012
COST CENTER : 5802m
AMOUNT : P22,682,146.07

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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 FEB 15 2024 2024, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) 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.

Notary Public
Until December 31, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 205 ;
Page No. 58 ;
Book No. 3 ;
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; Tarlac
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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NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN-Y-ROXAS
President and CEO

see. att.
LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance
(NPC)

SIGNED IN THE PRESENCE OF:


MG BINA - CDO REBCON
(SUPPLIER)

JOINT VENTURE OF CDO REBCON DIVERSIFIED INC.
AND TRANS PILIPINAS POWER & AUTOMATION, INC.

BY: 
GILBERT ROLAND V. REBOLOS
General Manager

ANNEX A

SECTION VII - SCHEDULE OF REQUIREMENTS

SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF 4 X 50 KW AND 2 X 25 KW MODULAR DIESEL GENERATING SETS AND ASSOCIATED ELECTRICAL EQUIPMENT FOR HIBALAAAN, STA. MONICA AND TIKLING DPP UNDER PACKAGE 37

SO-OPD22-023 / PB230822-CM00229 (PB2)

ITEM NO.	PARTICULARS	HILABAAN DPP	STA. MONICA DPP	TIKLING DPP	TOTAL AMOUNT IN FIGURES PHIL. PESO
A	Generating Sets	3,076,596.53	3,076,596.53	2,601,277.45	8,754,470.51
B	Power Transformers	1,175,319.08	1,175,319.08	777,787.40	3,128,425.56
C	Other Mechanical Works	642,600.00	642,600.00	642,600.00	1,927,800.00
D	Other Electrical Works	517,650.00	517,650.00	493,850.00	1,529,150.00
E	Civil and Architectural Works	618,919.00	618,919.00	535,619.00	1,773,457.00
F	Spare Parts and Standard/Special Tools	1,306,501.00	1,306,501.00	1,306,501.00	3,919,503.00
G	Miscellaneous Works	583,100.00	583,100.00	483,140.00	1,649,340.00
	TOTAL AMOUNT	7,920,685.61	7,920,685.61	6,840,774.85	22,682,146.07