

BY:

LARRY I. SABELLINA
Vice President, Small Power Utilities Group

EDWIN T. TATEL
Manager, Luzon Operations Department

FREDERICK L. VILLANUEVA
(SUPPLIER)

BY:

TEOFE C. CADIZ
General Manager

CONTRACT NO. LOG MSSP 2023-04-034-ALC

SUPPLY, DELIVERY AND INSTALLATION OF CONTAINERIZED / COLLAPSIBLE OFFICE / STAFFHOUSE / STOCKROOM FOR VARIOUS PALAWAN SPUG AREAS IN FIVE (5) PACKAGES S1-PWN22-018, S1-NGL22-001, S1-BDP22-001, S1-BAC22-007 & S1-CSN22-001 / PB220823-RM00326 (PB2)

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. LARRY I. SABELLINA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

TCCPOWERSERVE TRADING AND ENGINEERING SERVICES, a proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Blk. 2 Lot 10 Villa Manuel Subdivision, Purok Talisay, San Manuel, Puerto Princesa City, Philippines herein represented by its General Manager, **MR. TEOFE C. CADIZ**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That -

WHEREAS, on 25 November 2022, NPC posted the Invitation to Bid for the 2nd Public Bidding for the Supply, Delivery and Installation of Containerized / Collapsible Office/ Staffhouse / Stockroom at Various Palawan SPUG Areas in Five (5) Packages;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the 2nd public bidding conducted on 14 December 2022 on the aforesaid undertaking;

Contract between NPC and TCCPowerserve Trading and Engineering Services Supply, Delivery and Installation of Containerized / Collapsible Office/ Staffhouse / Stockroom for Various Palawan SPUG Areas in Five (5) Packages Contract No. LOG MSSP 2023-04-034-ALC

21

SIGNED IN THE PRESENCE OF:

BY:

LARRY USABELLINA
Vice President, Small Power Utilities Group

EDWIN T. TATEL
Manager, Luzon Operations Department

TERESA L. VILLARON
(SUPPLIER)

BY:

TEOFILO C. CADIZ
General Manager

WHEREAS, SUPPLIER's bid offer 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. Bid Documents for the Supply, Delivery and Installation of Containerized / Collapsible Office / Staffhouse / Stockroom for Various Palawan SPUG Areas in Five (5) Packages under PR Nos. S1-PWN22-018, S1-NGL22-001, S1-BDP22-001, S1-BAC22-007 & S1-CSN22-001;
2. Bid Submission/Opening Report dated 19 December 2022;
3. Post-qualification Report dated 19 January 2023;
4. SUPPLIER's bid proposal dated 12 December 2022;
5. Notice of Award dated 17 April 2023;
6. Notice to Proceed; and
7. 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.

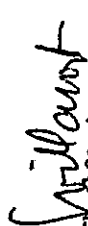
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SIGNED IN THE PRESENCE OF:

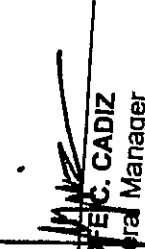
BY:


LARRY SABELLINA
Vice President, Small Power Utilities Group


EDWIN T. TATEL
Manager, Luzon Operations
Department


HEBERTHA L. VILLAVARDE
(SUPPLIER)

BY:


TEODORO C. CADIZ
General Manager

TCCPOWERSERVE TRADING AND ENGINEERING SERVICES

ARTICLE II
SCOPE OF CONTRACT

SUPPLIER shall, in accordance with the provisions of, and subject to the conditions contained in the Contract Documents, undertake the Supply, Delivery and Installation of Containerized / Collapsible Office / Staffhouse / Stockroom for Various Palawan SPUG Areas in Five (5) Packages. Scope of Work and related services to be provided by the SUPPLIER are contained in the Bid Documents.

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

Architectural Works

- a) Supply and installation of eight (8) units twenty (20) feet Prefabricated Containerized Office, Bunker and Storage Room;
- b) Application of touch up paint for scratch during installation
- c) Removal/clearing of all debris and waste/excess materials prior to demobilization.
- d) All other works and services required to complete the project.


Civil Works

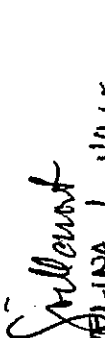
- a) Moving -in Including furnishing, supervision, construction, operation and maintenance of general construction facilities and moving-out thereof after completion and acceptance;
- b) Construction of reinforced concrete foundation including all required structural excavation, backfill and proper disposal of all excess excavated materials
- c) Complete construction of drainage connections, septic tank and appurtenances; and
- d) Complete construction of concrete walkway; and
- e) All other works and services required to complete the project

Q

BY:

LARRY I. SABELLINA
Vice President, Small Power Utilities Group


EDWIN T. TATEL
Manager, Luzon Operations Department


FREDALINA L. VILLANUEVA
(SUPPLIER)

BY:


TEDDE C. CADIZ
General Manager

Electrical Works

- a) Supply, installation and test of complete lighting and power system of the new containerized / collapsible office and storage room;
- b) All the works and services including those not specifically detailed herein but are required to fully complete the project.

Mechanical Works

- a) One (1) lot of Domestic Water Supply System consisting of pipes valves, pipe fittings, gaskets, flanges, bolts and nuts, pipe supports including the required excavation and backfilling of embedded pipes and other incidentals to complete the domestic water supply piping system;
- b) Seven (7) units of Air Conditioning unit, 11,500 kJ/hr minimum cooling capacity, inverter window-type, complete with necessary mounting accessories and controls (infrared remote) and other necessary accessories as described in the technical specifications;
- c) Seven (7) units of Wall Mounted Exhaust Fan, 100 m³/hr minimum capacity for Comfort Room, complete with its mounting accessories and control;
- d) One (1) unit of Wall Mounted Exhaust Fan, 200 m³/hr minimum capacity for Stockroom, complete with its mounting accessories and control;
- e) Nine (9) units of Portable Type Fire Extinguisher, Clean Agent (HCFC or Halotron I Type), 7.1 kg. (15.5 lbs), non-expiry, multi-shots, wall-hung type and PS/ICC and/ or BFP approved; and
- f) All other works and services required to complete the project.


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.


BY:


LARRY SABELLINA
Vice President, Small Power Utilities Group


EDWIN T. TATEL
Manager, Luzon Operations Department

BY:


FREDELINA L. VILLANUEVA
(SUPPLIER)


JEFFREY C. CADIZ
General Manager

ARTICLE III
PROJECT DURATION AND LOCATION

The SUPPLIER shall complete the work as specified within **one hundred sixty (160) calendar days** which shall become effective from receipt of Notice to Proceed. The total contract period is inclusive of seven (7) unworkable days considered unfavorable for the execution of the works at site.

- The Projects are located at the following Palawan DPP's:
- Package 1 – Palawan Operations Division, Puerto Princesa, Palawan
 - Package 2 – Nangalao DPP, Linapakan, Palawan
 - Package 3 – Bisucay DPP, Cuyo, Palawan
 - Package 4 - Bancalaan 1 DPP, Balacbac, Palawan
 - Package 5 – Casian DPP, Taytay, Palawan

ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS SIX MILLION FOUR HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED THIRTY THREE PESOS AND 97/100 (PHP 6,434,833.97) ONLY.**

The Total Contract Price specified above shall be paid in accordance with the provisions of Section IV – GCC, Clause 2 of the Bid Documents.

All taxes, customs 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.

Q

BY:

LARRY SABELLINA
Vice President, Small Power Utilities Group

William
FRIEDERIXA L. VILACORTA
(SUPPLIER)

EDWIN T. TATEL
Manager, Luzon Operations
Department

BY:

TEOF C. CADIZ
General Manager

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 which shall be not less than Five Percent (5%) of the total contract price.

b. Surety Bond callable upon demand and penal in nature 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.

c. Performance Securing Declaration.

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 obligation under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

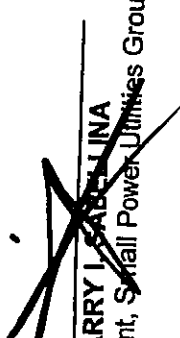
In case of surety bond, any extension of the contract time granted to the SUPPLIER, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective 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.

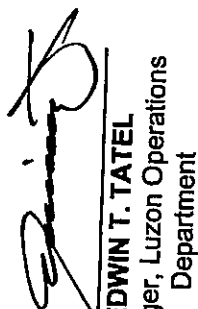
ARTICLE VI
WARRANTY/GUARANTEE BOND

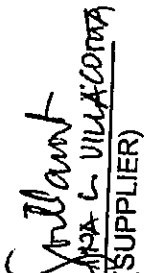
To assure that manufacturing defects shall be corrected by the SUPPLIER or its manufacturer, the SUPPLIER shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV - GCC, Clause 5 of the Bid Documents. This is also a pre-requisite to the discharge and return to the SUPPLIER of the Performance Bond. This shall remain valid for twelve (12) months after the final 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

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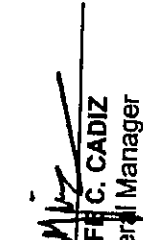
BY:


LARRY I. SABELLINA
Vice President, Small Power Utilities Group


EDWIN T. TATEL
Manager, Luzon Operations
Department


FEDELINA C. VILLALONA
(SUPPLIER)

BY:


TEOFIL C. CADIZ
General Manager

(1%) but not to 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

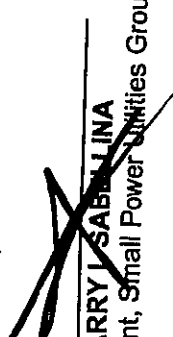
Should SUPPLIER fail to satisfactorily deliver any or all the GOODS and/or perform the services within the period specified in this Contract inclusive of duly granted time extensions, if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from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

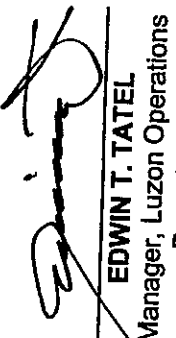
ARTICLE VIII
NON-ASSIGNMENT AND NO SUB-CONTRACT

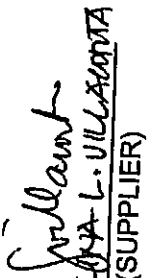
The SUPPLIER shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel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

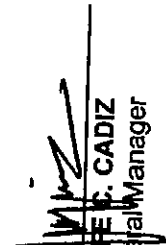
BY:


LARRY USABELLINA
Vice President, Small Power Utilities Group


EDWIN T. TATEL
Manager, Luzon Operations
Department


TRIFELYA L. VILLANUEVA
(SUPPLIER)

BY:


TEOFILO C. CADIZ
General Manager

**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 advance

Q

BY:

Frederina L. Villanueva
FREDERINA L. VILLANUEVA
(SUPPLIER)

Edwin T. Tadel
EDWIN T. TADEL
Manager, Luzon Operations
Department

Larry Sabellina
LARRY SABELLINA
Vice President, Small Power Utilities Group

TEOFILO C. CADIZ
TEOFILO C. CADIZ
General Manager

**ARTICLE XII
WARRANTY CLAUSE**

SUPPLIER hereby warrants that he or his 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 he or his 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 him to any official or employee of 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; 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 of 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 his 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 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.

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**ARTICLE XVI
VENUE OF ACTION**

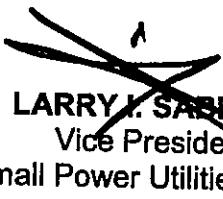
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines, only.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 14th day of June, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

**TCCPOWERSERVE TRADING AND
ENGINEERING SERVICES**
(SUPPLIER)

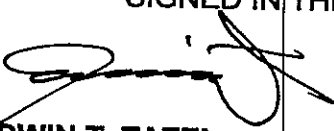
BY:


LARRY I. SABELLINA
Vice President
Small Power Utilities Group

BY:

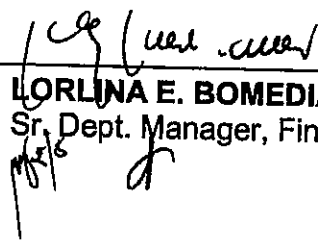

TEOFILO C. CADIZ
General Manager

SIGNED IN THE PRESENCE OF:


EDWIN T. TATAL
Manager, Luzon Operations Department
(NPC)


FREDELINA L. VILLACORTA
(SUPPLIER)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Dept. Manager, Finance

CERTIFIED FUNDS AVAILABLE
PERIOD: 2023
JOB ORDER: 12000-110
COST CENTER: 5361009
AMOUNT: P 6,434,833.97

CFA-NON-OMA		
WORK ORDER	CC 5381009	FUND
EB01A34	650,748.00	M
EB01A35	1,660,398.00	M
EB01A40	1,550,413.97	G
EB01A41	1,862,836.00	M
EB01A50	710,438.00	M
TOTAL	6,434,833.97	

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of JUN 14 2023 2023, personally appeared **MR. LARRY I. SABELLINA**, Vice President, Small Power Utilities Group, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1301867, known to me and to me known to be the same person who executed the foregoing instrument consisting of twelve (12) 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, 2023

IBP Lifetime No.: _____

PTR No.: _____

Doc. No. 732 ;
Page No. 48 ;
Book No. 1 ;
Series of 2023.


NOTARY PUBLIC
NOTARY 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
CLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Makiling, Quezon City

Q

LARRY J. SABERINA
Vice President, Small Power Utilities Group

EDWIN T. TATEL
Manager, Luzon Operations Department

FREDERIANA L. VILLACORA
(SUPPLIER)

BY:

TEOFILO C. CADIZ
General Manager

ANNEX A
BID PRICE SCHEDULE
SUMMARY

SUPPLY, DELIVERY AND INSTALLATION OF CONTAINERIZED / COLLAPSIBLE OFFICE / STAFFHOUSE / STOCKROOM FOR VARIOUS PALAWAN SPUG AREAS IN FIVE (5) PACKAGES

S1-PWN22-018, S1-NGL22-001, S1-BDP22-001, S1-BAC22-007 & S1-CSN22-001 / PB220823-RM00326 (PB2)

PARTICULARS	TOTAL AMOUNT IN FIGURES		TOTAL PESO EQUIVALENT PHIL. PESO (PHP)
	Foreign Currency	Phil. Peso	
1.0 Palawan Operations Division		1,550,413.97	1,550,413.97
2.0 Nangalao DPP		1,862,836.00	1,862,836.00
3.0 Bisucay DPP		1,660,398.00	1,660,398.00
4.0 Bancalaan 1 DPP		710,438.00	710,438.00
5.0 Casian DPP		650,748.00	650,748.00
TOTAL AMOUNT		6,434,833.97	6,434,833.97