


CONTRACT NO. LOG MSSP 2024-01-027-MDC

SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF ONE (1) UNIT AQUATIC WEED HARVESTER SET AND ACCESSORIES AT AGUS 1 HEP MA-A2M23-056 / PB230905-RA00250

BY:  LILIBETH F. STIENGER General Manager/Proprietress

BY:  MYRA B. FABIAN (SUPPLIER)

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

BY:  FERNANDO MARTIN Y. ROXAS President and CEO

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 -

VICTA CONSTRUCTION MARKETING & GENERAL SERVICES, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 046 Venus St., Rabago Subdivision, Villaverde, Iligan City, Philippines, herein represented by its General Manager/Proprietress, MS. LILIBETH F. STIENGER, who is duly authorized to represent it in this transaction, hereinafter referred to as SUPPLIER.

WITNESSETH: That -

WHEREAS, on 16 August 2023, NPC posted the Invitation to Bid for the Public Bidding of the Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Aquatic Weed Harvester Set and Accessories at Agus 1 HEP;

WHEREAS, there were three (3) prospective bidders who secured the bidding documents and participated in the bidding conducted on 12 September 2023;

WHEREAS, SUPPLIER's bid offer was considered as the lowest 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,

Contract between NPC and Victa Construction Marketing & General Services Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Aquatic Weed Harvester Set and Accessories at Agus 1 HEP Contract No. LOG MSSP 2024-01-027-MDC

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 One (1) Unit Aquatic Weed Harvester Set and Accessories at Agus 1 HEP under PR No. MA-A2M23-056 / PB230905-RA00250;
2. Notice of Award dated 31 January 2024;
3. Post Qualification Report dated 16 January 2024;
4. Bid Opening Report dated 15 September 2023;
5. SUPPLIER's bid proposal dated 08 September 2023;
6. Supplemental/Bid Bulletin Nos. 1 and 2 dated 16 and 30 August 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 scope of work shall cover the supply, delivery, test, commissioning of brand new one (1) unit Aquatic Weed Harvester for NPC Agus 1 HEP with complete auxiliary equipment and devices, control and protection devices, and other necessary works/services including but not limited to the following:

- a. Installation at Agus 1 HEP, Marawi City;
- b. Conduct testing, commissioning and training of NPC personnel including familiarization of operation and maintenance of Weed Harvester and its accessories;
- c. Fuel tank shall be filled fully and all other maintenance and repair cost shall be at the expense of the SUPPLIER during the site testing, installation and commissioning period;
- d. Coordinate at all times to the project proponent/duly authorized representative (Maintenance/Operations/PTS personnel), Safety

Contract between NPC and Victa Construction Marketing & General Services Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Aquatic Weed Harvester Set and Accessories at Agus 1 HEP Contract No. LOG MSSP 2024-01-027-MDC

BY:

BY:


LILIBETH F. STIENGER
General Manager/Proprietress


Jovy B. Jabian
(SUPPLIER)



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


FERNANDO MARTIN Y. ROXAS
President and CEO

BY: 
LILIBETH F. STIENGER
General Manager/Proprietress


Jovy B. Sabion
(SUPPLIER)


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

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

Pollution and Control Officer during the execution of the contracted work;

- e. Comply with the following IMS/Safety requirements during installation, conduct of testing and commissioning:
 - e.1 Conduct/undergo IMS orientation on personnel/workers prior to work commencement by the SUPPLIER;
 - e.2 Prepare Environmental Health and Safety (EHS) Hazards Risk Assessment and shall secure Safe Work Permit;
 - e.3 Provide its personnel/workers all the prescribed Personnel Protective Equipment (Skull Guard, Safety Shoes, Gloves, Life Vest, etc.) and uniforms that shall be required to wear during testing and commissioning; and
 - e.4 Strictly adhere to NPC's corporate safety and environmental rules and regulations at all times until the completion of the contract.
- f. Shall be held liable for all the damages to the environment, properties, persons, materials and equipment that may occur as a result of the SUPPLIER's negligence and shall be required to submit a written accident report to the project proponent or duly authorized representative as early as possible; and
- g. All necessary permits, licenses and other legal requirements shall be secured and all expenses relative thereto shall be shouldered by the SUPPLIER.


**ARTICLE III
PROJECT DURATION AND LOCATION**

The supply and delivery period shall be within **ONE HUNDRED EIGHTY (180) CALENDAR DAYS** reckoned from receipt of Notice to Proceed.


The unit shall be delivered to Agus 1 HEP Plant Site/Warehouse, Marawi City.


Any and/or all expenses arising through the lack of knowledge or understanding regarding the existing conditions of the site shall be the responsibility of the SUPPLIER and no additional payment thereof shall be made by NPC.

Contract between NPC and Victa Construction Marketing & General Services
Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Aquatic
Weed Harvester Set and Accessories at Agus 1 HEP
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BY: 
LILIBETH F. STIENGER
General Manager/Proprietress


JUVY B. SABIAN
(SUPPLIER)


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

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: FORTY THREE MILLION EIGHT HUNDRED SEVENTY SEVEN THOUSAND (PHP 43,877,000.00).**

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.

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

Contract between NPC and Victa Construction Marketing & General Services
Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Aquatic
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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 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

Contract between NPC and Victa Construction Marketing & General Services Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Aquatic Weed Harvester Set and Accessories at Agus 1 HEP Contract No. LOG MSSP 2024-01-027-MDC

BY: 
LILIBETH F. STIENGER
General Manager/Proprietress


JHYLA B. SABIAN
(SUPPLIER)


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


FERNANDO MARTIN Y. ROXAS
President and CEO

LILIBETH F. STIENGER
General Manager/Proprietress

BY:

[Signature]
(SUPPLIER)

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

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

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.

**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.

Contract between NPC and Victa Construction Marketing & General Services Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Aquatic Weed Harvester Set and Accessories at Agus 1 HEP
Contract No. LOG MSSP 2024-01-027-MDC

LIBIBETH F. STIENGER
General Manager/Proprietress

BY:

[Signature]
(SUPPLIER)

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

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

**ARTICLE XII
WARRANTY CLAUSE**

SUPPLIER hereby warrants that it or its representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the SUPPLIER will not subcontract any portion or portions of the scope of work of the Contract awarded to it to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; it shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the SUPPLIER and/or its representative and/or the erring NPC official(s) and employee(s).

**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.

Contract between NPC and Victa Construction Marketing & General Services Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Aquatic Weed Harvester Set and Accessories at Agus 1 HEP
Contract No. LOG MSSP 2024-01-027-MDC

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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 20th day of February, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

VICTA CONSTRUCTION MARKETING & GENERAL SERVICES
(SUPPLIER)

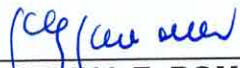
BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

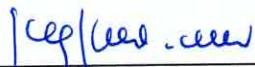

LILIBETH F. STIENGER
General Manager/Proprietress

SIGNED IN THE PRESENCE OF:


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


(SUPPLIER)

FUNDS AVAILABLE


LORKINA E. BOMEDIANO
OIC-OVP, Admin and Finance

(1)

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2024
JOB ORDER	: NO# D101526
COST CENTER	: 664 2013
AMOUNT	: ₱43,877.00.00

Contract between NPC and Victa Construction Marketing & General Services
Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Aquatic
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Contract No. LOG MSSP 2024-01-027-MDC

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of FEB 20 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. 309 ;
Page No. 65 ;
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

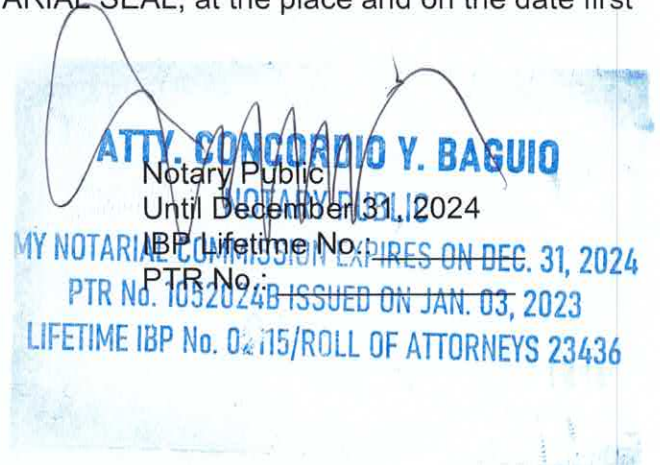
Contract between NPC and Victa Construction Marketing & General Services
Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Aquatic
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 12th day of February, 2024, 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# 0042516 at Manila, on NOV. 18, 1985, 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.



Doc. No.: Hex
Page No.: 77
Book No.: V
Series of 2024.

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Weed Harvester Set and Accessories at Agus 1 HEP
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