

CONTRACT NO. LOG MSSP 2024-02-031-DVA

**FURNISHING OF LABOR AND MATERIALS FOR REPAINTING
AND MINOR REPAIR OF POWER BARGE 106
S1-B0624-002 / PB240130-KB**

GOLDEN ARROW TRADING
(CONTRACTOR)

BY: 
TRINA ALEC R. DELOS REYES
Sales Executive

SIGNED IN THE PRESENCE OF:

BY: 
Krysthia Mas Paredes
Sales Executive
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY: 
EDWIN T. TATEL
Manager, SPUG – LOD
(NPC)

BY: 
RENE B. BARRUELA
Vice President, Small Power Utilities Group

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 Vice President, Small Power Utilities Group, **MR. RENE B. BARRUELA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

GOLDEN ARROW TRADING, a single proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 17 San Lorenzo Street, San Vicente Village, Maysilo, Malabon City, Philippines, herein represented by its Sales Executive, **MS. TRINA ALEC R. DELOS REYES**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 11 January 2024, NPC posted the Invitation to Bid for the Public Bidding for the Furnishing of Labor and Materials for Repainting and Minor Repair of Power Barge 106;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 30 January 2024;

WHEREAS, CONTRACTOR's bid offer meets the eligibility requirements or criteria, and is found to be responsive to the bidding requirements;

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the

Contract between NPC and Golden Arrow Trading
Furnishing of Labor and Materials for Repainting and Minor Repair of Power Barge 106
Contract No. LOG MSSP 2024-02-031-DVA

parties hereto have agreed as follows:

ARTICLE I
DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Bid Documents for the Furnishing of Labor and Materials for Repainting and Minor Repair of Power Barge 106, PR No. S1-B0624-002 / PB240130-KB;
2. CONTRACTOR's bid proposal dated 29 January 2024;
3. Bid Opening/Evaluation Report dated 30 January 2024;
4. Post Qualification Report dated 02 February 2024;
5. Notice of Award dated 16 February 2024;
6. Notice to Proceed; and
7. 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.

ARTICLE II
SCOPE OF WORK

The scope of work shall cover the furnishing of labor, materials, tools, and equipment for the **repainting and minor repair of PB 106** which shall include but not limited to the following:

- a. **Repainting Works:** The CONTRACTOR shall provide supervision, labor, tools, materials and all necessary equipment application of Marine Epoxy-based protective paint and anti-corrosion and other appurtenances. Prior to painting, the portion/area to be painted should be clean, free from rust and used by jet wash if necessary. Apply power tooling and chipping to flooring to even surface.
- b. **Repair Works:** The CONTRACTOR shall provide other related works as indicated in Section VI, Clause No. TS-3.2 of the Bidding Documents to fully complete the repair of the PB 106 for its safe and reliable operation in accordance with the intent of the tender documents/contract.

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GOLDEN ARROW TRADING
(CONTRACTOR)

BY: 
TRINA ALEX R. DELOS REYES
Sales Executive

SIGNED IN THE PRESENCE OF:

BY: 
Cynthia Mae Paredes
Sales Executive
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

BY: 
EDWIN T. TATEL
Manager, SPUG – LOD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
RENE B. BARRUELA
Vice President, Small Power Utilities Group

GOLDEN ARROW TRADING
(CONTRACTOR)

BY: 
TRINA ALEC R. DE LOS REYES
Sales Executive

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 CONTRACTOR and no additional payment thereof shall be made by NPC.

ARTICLE III
CONTRACT DURATION AND LOCATION

The contract duration shall be **Thirty (30) Calendar Days** reckoned from the date stated in the Notice to Proceed.

The location of Power Barge 106 is at Brgy. Bagacay, Romblon, Romblon.

ARTICLE IV
DOCUMENTS TO BE SUBMITTED

The CONTRACTOR shall submit the following documents before or upon completion of works:

1. Barge photos before starting, during work completion and after completion of each work item;
2. Certificate of Warranty for one (1) year on repair works and supplied equipment/components and materials against factory defects/workmanship;
3. Final Inspection report conducted jointly and signed by the CONTRACTOR and authorized NPC representative(s);
4. Certificate of Work Completion from CONTRACTOR; and,
5. Weekly Progress Report

ARTICLE V
PAYMENT

For and in consideration of the goods and services rendered by the CONTRACTOR to NPC, the latter shall pay the former the total amount of **ONE MILLION NINE HUNDRED NINETY THOUSAND PESOS (PHP 1,990,000.00)** Inclusive of VAT and subject to appropriate Philippine taxes throughout the duration of the contract period.

ARTICLE VI
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. The Performance security maybe in any of the following forms:

Contract between NPC and Golden Arrow Trading
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SIGNED IN THE PRESENCE OF:


Krysia Mae Paredes
Sales Executive
(CONTRACTOR)


EDWIN T. TATEL
Manager, SPUG – LOD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
RENE B. BARRUELA
Vice President, Small Power Utilities Group

GOLDEN ARROW TRADING
(CONTRACTOR)

BY: 
TRINA ALEGRIA DE LOS REYES
Sales Executive

- 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 NPC.

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item, The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

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

ARTICLE VII
GUARANTEE

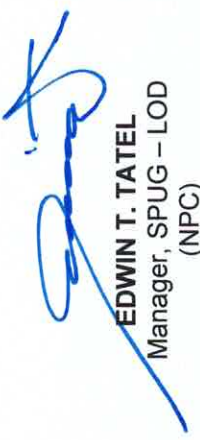
The CONTRACTOR shall guarantee that he will repair and/or replace, at his own cost, all repair works and supplied equipment/components against defect in design, workmanship and materials for one (1) year after issuance of Acceptance Certificate by NPC.

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

After the lapse of the warranty period, provided that there are no defects found, NPC shall release the warranty security/certificate.

SIGNED IN THE PRESENCE OF:


Krystal Mac Desantos
Sales Executive
(CONTRACTOR)


EDWIN T. TATEL
Manager, SPUG – LOD
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
RENE B. BARRUELA
Vice President, Small Power Utilities Group

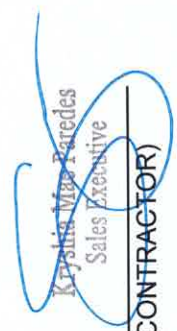
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GOLDEN ARROW TRADING
(CONTRACTOR)


TRINA ALEGR. DE LOS REYES
Sales Executive

BY:

SIGNED IN THE PRESENCE OF:


Krystal Viza Paredes
Sales Executive
(CONTRACTOR)


EDWIN T. TATEL
Manager, SPUG – LOD
(NPC)

NATIONAL POWER CORPORATION
(NPC)


RENE B. BARRUELA
Vice President, Small Power Utilities Group

BY:

**ARTICLE VIII
LIQUIDATED DAMAGES**

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

**ARTICLE IX
NON-ASSIGNMENT AND NO SUBCONTRACTING**

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting, or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio, without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

**ARTICLE X
AGREEMENT MODIFICATION**

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

**ARTICLE XI
SUSPENSION OF WORK**

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The CONTRACTOR shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

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GOLDEN ARROW TRADING
(CONTRACTOR)

BY: 
TRINA ALEJO R. DE LOS REYES
Sales Executive

SIGNED IN THE PRESENCE OF:


Kryshia Mae Pareta
Sales Executive
(CONTRACTOR)

NATIONAL POWER CORPORATION
(NPC)

BY: 
RENE B. BARRUELA
Vice President, Small Power Utilities Group


EDWIN T. TATEL
Manager, SPUG – LOD
(NPC)

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

**ARTICLE XII
PRE-TERMINATION**

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

Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the CONTRACTOR gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

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

**ARTICLE XIII
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 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 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 CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

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Vice President, Small Power Utilities Group

SIGNED IN THE PRESENCE OF:


EDWIN T. TATEL
Manager, SPUG – LOD
(NPC)


Krystal Mae Paredes
Sales Executive
(CONTRACTOR)

GOLDEN ARROW TRADING
(CONTRACTOR)

BY:


TRINA ALECIA DE LOS REYES
Sales Executive

ARTICLE XIV
JOINT AND SEVERAL LIABILITY

The liability of the CONTRACTOR and/or any and all of the entities representing it on any manner under this Contract or relating to thereto is joint and several and for this reason NPC may proceed against any or all of them.

ARTICLE XV
VALIDITY CLAUSE

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XVI
EFFECTIVITY

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

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ARTICLE XVII
VENUE OF ACTION


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

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 3rd day of April, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

GOLDEN ARROW TRADING
(CONTRACTOR)

BY:


RENE B. BARRUELA
Vice President
Small Power Utilities Group

BY:


TRINA ALEC R. DELOS REYES
Sales Executive

SIGNED IN THE PRESENCE OF:





EDWIN T. TATEL
Manager, SPUG – LOD
(NPC)



Kryshia Mae Paredes
Sales Executive
(CONTRACTOR)

FUNDS AVAILABLE



LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance


(m)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2024
JOB ORDER	JO P 301874
COST CENTER	5803360
AMOUNT	₱ 1,990,000.00

