

VICTA CONSTRUCTION MARKETING & GENERAL SERVICES (SUPPLIER)

BY:

[Signature]
LILIBETH F. STIENGER
General Manager/Proprietor

SIGNED IN THE PRESENCE OF:

[Signature]
JUVY B. JABLAN
(SUPPLIER)

NATIONAL POWER CORPORATION (NPC)

BY:

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

CONTRACT NO. LOG MSSP 2023-09-080-NIY

SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF HYDRAULIC POWER UNIT FOR AGUS 6 HEP SPILLWAY GATE NO. 4 / MG-A7M23-002 / PB230703-RA00161

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. 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 single proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 0046 Venus Street, Rabago Villaverde, Iligan City, herein represented by its General Manager/Proprietor, **MS. LILIBETH F. STIENGER**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That -

WHEREAS, on 09 June 2023, NPC posted the Invitation to Bid for the Public Bidding of the Supply, Delivery, Installation, Test and Commissioning of Hydraulic Power Unit for Agus 6 HEP Spillway Gate No. 4;

WHEREAS, there were four (4) prospective bidders who secured the bidding documents and participated in the bidding conducted on 03 July 2023;

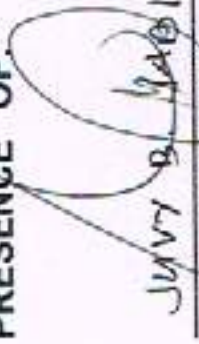
WHEREAS, SUPPLIER's bid offer was considered as the lowest calculated and responsive bid;

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, the parties hereto have agreed as follows:

Contract between NPC and Victa Construction Marketing & General Services
Supply, Delivery, Installation, Test and Commissioning of Hydraulic Power Unit for Agus 6 HEP
Spillway Gate No. 4
Contract No. LOG MSSP 2023-09-080-NIY

BY: 
LIBETH F. STIENGER
General Manager/Proprietor

PRESENCE OF: 
JUVY B. LABALAN (SUPPLIER)

SIGNED IN THE PRESENCE OF: 
ATTY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HEPP (NPC)

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

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 Hydraulic Power Unit for Agus 6 HEP Spillway Gate No. 4, PR No. MG-A7M23-002 / PB230703-RA00161;
2. Notice of Award dated 15 September 2023;
3. Post Qualification Report dated 11 August 2023;
4. Result of Bid Opening Report dated 12 July 2023;
5. SUPPLIER's bid proposal dated 30 June 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.

ARTICLE II
SCOPE OF WORK

The scope works and services to be performed by the SUPPLIER under this contract shall include but not limited to:

1. Conduct actual verification/inspection of the equipment/components/auxiliaries at site to have clear view and understanding with regards to the Contractor's scope of works, equipment location, power source/connection, pipe route and tapping connection. Contractor's representative who shall conduct on-site inspection shall be technically knowledgeable on this project;
2. Supply of Spillway Gate No. 4's Hoisting/Lifting Equipment
 - 2.1 One (1) Unit of New Hydraulic Power Unit which includes the following components:

	<u>Description</u>	<u>Quantity</u>
a.	Electric motor 20 HP, 3Ø, 440/240V with space heater	1 unit
b.	Reciprocating/Piston Pump (Variable displacement)	1 unit
c.	Oil Reservoir 400 liters, mild steel (sand blasted to	1 unit

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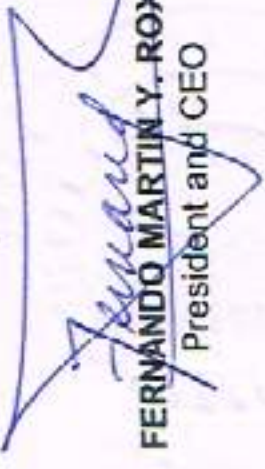
BY: 
LILIBETH F. STIENGER
 General Manager/Proprietor

SIGNED IN THE PRESENCE OF:


JUVY B. YAP (AN)
 (SUPPLIER)


ATTY. EDGAR L. RAMIREZ
 Plant Manager, Agus 6 & 7 HEPP
 (NPC)

NATIONAL POWER CORPORATION (NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
 President and CEO

Description	Quantity
SA 2.25 with zinc epoxy paint) with drain line	
d. Bell housing and coupling	1 unit
e. Return line filter	1 unit
f. Indicator	1 unit
g. Relief Valve protecting for buckling load	2 units
h. Manifold for piloting inclusive one piece of Manual Directional Valve, one piece of Solenoid Operated Directional Valve and three pieces of cartridge Shuttle Valve	1 unit
i. Counterbalance	2 units
j. Level gauge	1 unit
k. Thermostat	1 unit
l. Float switch	1 unit
m. Relief valve	1 unit
n. Filler cap	1 unit
o. Pressure Gauges	2 units
p. Power pack piping	1 lot
q. Hydraulic Oil	1 lot

2.2 One (1) Unit – Hydraulic Cylinder:

- a. Fabrication of one (1) unit structural mounting base of cylinder on site
- b. Erection of Cylinder
- c. Mounting of dam gate to cylinder and rod mounting
- d. Fabrication of cylinder rod end base on dam gate

Hydraulic Cylinder Technical Data		
▪ Bore	:	200 mm
▪ Rod Diameter	:	125 mm
▪ Stroke	:	9,000 mm
▪ Mounting	:	Front Flange
▪ Rod End Mounting	:	Flange Type

2.3 One (1) Lot – Installation of Hydraulic Piping from viewing deck to power back pack to cylinder complete with pipe fittings, pipe clamp support and other accessories to complete the piping requirement as follows:

Description	Quantity
a. Stainless Steel Tubes: 10 mm x 1.5 mm x 6 m	20 pcs.
b. Stainless Steel Tubes: 16 mm x 2.0 mm x 6 m	20 pcs
c. Stainless Steel Tubes: 30 mm x 2.0 mm x 6 m	15 pcs.
d. Stainless Steel Stud Coupling: GEV30L1BSPP	3 pcs
e. Stainless Steel Stud Elbow: WEV30L1BSPP	2 pcs.
f. Stainless Steel Equal Elbow: WV30L	16 pcs.
g. Stainless Steel Stud Coupling: GEV10S1/2NPT	4 pcs.

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 Spillway Gate No. 4
 Contract No. LOG MSSP 2023-09-080-NIY

BY: 
LIBBETH F. STIENGER
General Manager/Proprietor

PRESENCE OF:


JUVY B. SADIAN
(SUPPLIER)

NATIONAL POWER CORPORATION (NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

ATTY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HEPP
(NPC)

2.4

One (1) Lot of Electric Motor and Control System's wiring complete (including installation) with the following:

	Description	Quantity
h.	Stainless Steel Straight Coupling: GV165	10 pcs
i.	Polycarbonate Stainless Steel Pipe Clamp: 30 mm	70 pcs.
j.	Polycarbonate Stainless Steel Pipe Clamp: 16 mm	100 pcs.
k.	Polycarbonate Stainless Steel Pipe Clamp: 10 mm	100 pcs.
l.	Pipe clamps support	1 lot

2.5

One (1) Set - PLC Controller System which consists of the following equipment/components:

	Description	Quantity
a.	Signal Converter	1 unit
b.	RS 485 to USB converter for the positioning sensor output to connect the positioned sensor to PC	1 unit
c.	RS 422 to analog converter for the positioning output sensor A converter module to convert the positioning sensor RS 422 output to analogue +/-10V, 0-20 mA or 4-20 mA	1 unit
d.	HMI/SCADA, comfort panel, touch operation, 7" widescreen TFT- display, 16 Mil. colors, profinet interface, MPI/profibus DP interface 12 MB user	1 unit

Note:

- Electrical supply for welding machine shall be supplied by Agus 6 HEP
- Crane for lifting of items shall be provided by the SUPPLIER
- Agus 6 HEP shall provide storage for materials safe keeping
- Electrical controls for solenoid directional valve included

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BY: 
LILBETH F. STIENGER
 General Manager/Proprietor

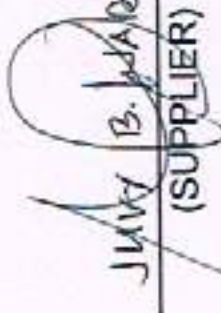
Description	Quantity
memory, windows CE 6.0, configurable PLC CPU 17, I/O 31 Local	
e. Power Supply: DC 20.4-28.8V DC, program/data memory:100 KB	1 unit
f. Bus connector for profibus up to 12 MBIT/S, 15.8 x 54 x 39.5 mm terminal, resist with isolate, function, with PG socket	1 unit
g. Base unit BU15-P16+A0+2B, BU type A-, push-in terminals, w/o aux-terminals, bridged to left BU WXH: 15 mm x 117 mm 6Es	2 units
h. Bundle profibus IM, max.32 periphery modules and 16 ET200 AL modules, multi hot swap, bundle contains: interface module, server module, profibus connector	1 unit
i. Analog input module, A1 2X1 2-/4 wire stranded packing unit: 1 piece fits to BU-type A0, A1 color code CC05, module diagnosis, 16 bit	1 unit
j. Analog output module , AQ 2XU/I high features fits to BU-type A0, A1, color code CC00, channel diagnosis, 16 Bit +/-0.1%	1 unit

2.6 One (1) unit of Ultrasonic Water Level Sensor with the following features:

Features

- Measuring : Pulse
- Range : 0-15 meters
- Accuracy : ± 2
- Frequency : 80 GHz
- Signal Resolution : 0.3 µA
- Output : 4-20 mA
- Mounting : Thread/Locknut
- Operating Temp. : -40°C up to +80°C
- Dimension : 60 mm x 109 mm
- Data Logger
 - Storage Capacity : 16 MB (Approx. 1,120,000 measuring values)
 - Cycle : 2 minutes
 - Channels : Maximum of 32
- Controller
 - Flash Controller : 32 Bit
 - Watch Dog Function : RTC-IC (Real Time Clock)
 - Interface : 1 x RS232
 - Housing : Polycarbonate, IP65, 157 x 126 x 60 mm
 - Software : Compatible Window 10, ASII Storage
 - Transmission Protocol : Data Retrieval via 2G/3G/4G

SIGNED IN THE PRESENCE OF:


 (SUPPLIER)

ATTY. EDGAR L. RAMIREZ
 Plant Manager, Agus 6 & 7 HEPP
 (NPC)

NATIONAL POWER CORPORATION (NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
 President and CEO

Contract between NPC and Victa Construction Marketing & General Services
 Supply, Delivery, Installation, Test and Commissioning of Hydraulic Power Unit for Agus 6 HEP
 Spillway Gate No. 4
 Contract No. LOG MSSP 2023-09-080-NIY

BY: 
LIMBETH F. STIENGER
General Manager/Proprietor


JUVY B. NAPIT
(SUPPLIER)


ATTY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HEPP
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

Features

- Power : 12 V, Active power consumption: Max. of 400 mA
- Operation : 3 Multi Function Keys, 3 lines/16 characters LCD

3. Mobilization/De-mobilization;
 4. Dismantling/removal of Hydraulic Power Unit No. 4 and associated components/auxiliaries/accessories. Dismantled/removed Electro-Mechanical Control equipment/ components/parts and other waste materials shall be placed into certain area inside the plant site to be specified by authorized NPC personnel;
 5. Design, construct and install HPU with due consideration to accessibility, passageway, and maintenance space requirement of the equipment. Any modification/rectification to the specified location of the HPU as specified by NPC-Agus 6 shall have NPC's approval first without additional cost to NPC;
 6. Provide tools, equipment and materials/consumables i.e., power and instrument cables, flexible hose, and hydraulic oil necessary for system installation, operation and up to satisfactory completion of the work;
 7. Provide services of highly qualified and experienced technical personnel having expertise in the HPU installation, test and commissioning;
 8. Provide services of highly qualified and experienced technical personnel having expertise in the upgrading/installation of HPU and associated components/auxiliaries/accessories, test and commissioning;
 9. Conduct training for plant personnel on technical, operation and proper operation and maintenance of the HPU at site for at least four (4) days;
 10. Conduct test and commissioning of HPU and associated components/auxiliaries/accessories including its control system;
 11. Corrosion protection and painting;
 12. Clean-up of work areas after the completion of work covered by the contract; and;
- Other works and services which are deemed included and inherent to the complete, safe and reliable operation of the HPU.

ARTICLE III

DOCUMENTS TO BE SUBMITTED BEFORE OR UPON DELIVERY

1. Certificate of Origin from the Original Equipment Manufacturer;
2. Warranty Certificate for one (1) year against factory defects/workmanship;
3. Shop test report issued by the manufacturer;

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BY: 
LIBEBETH F. STIENGER
General Manager/Proprietor

4. Installation Manual(s);
5. Mill Certificate from the Manufacturer;
6. Certificate to show that the item to be delivered is brand new;
7. Three (3) sets of Operation and Maintenance Manual including three (3) sets of CD for HPU

NOTE:
All drawings and documents shall be submitted to The Manager - Agus 6 HEPP for evaluation and acceptance.

ARTICLE IV
CONTRACT PERIOD AND LOCATION

The contract period shall be **one hundred twenty (120) calendar days** reckoned from receipt of Notice to Proceed.

HPU No. 4 of Agus 6 HEP Spillway Gate No. 4 shall be delivered, installed, tested and commissioned at plant site (Agus 6 HEP, Iligan City).

The SUPPLIER shall be responsible for visiting the site and take particular reference to its accessibility, means of communication and transportation and all other factors that could hamper the smooth execution of the contract.

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.

ARTICLE V
TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS TWELVE MILLION FOUR HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED FORTY SIX & 24/100 (PHP 12,457,146.24) ONLY** as reflected in Annex A. Payment shall be made within sixty (60) calendar days upon submission of invoices, reports and other supporting documents required.

All taxes, custom duties, tariffs, exports, excise and all other taxes assess 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.

SIGNED IN THE PRESENCE OF:


JUVY B. TABARAN
(SUPPLIER)

NATIONAL POWER CORPORATION (NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

ATTY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HEPP
(NPC)

BY: 
LILYBETH F. STIENGER
General Manager/Proprietor

**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 three (3) years 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 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.


JUVY B. JASPIAN
(SUPPLIER)


**ARTICLE VII
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.

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

BY: 
LILJETH F. STIENGER
General Manager/Proprietor

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 VIII
LIQUIDATED DAMAGES**

Should SUPPLIER 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 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.

SIGNED IN THE PRESENCE OF:


JULIA B. JABIN
(SUPPLIER)

ATTY. EDGAR L. RAMIREZ
Plant Manager, Agúas 6 & 7 HEPP
(NPC)

NATIONAL POWER CORPORATION (NPC)

BY: 
FERNANDO MARTINY ROXAS
President and CEO

BY:

[Signature]
LURETH F. STIENGER
General Manager/Proprietor

**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 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 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 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.

SIGNED IN THE PRESENCE OF:

[Signature]
JULY RAJABIAN
(SUPPLIER)

ATTY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HEPP
(NPC)

NATIONAL POWER CORPORATION (NPC)

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

BY:


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BY: 
LILIBETH F. STIENGER
General Manager/Proprietor

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

PRESENCE OF:


JULY E. YEBIAN
(SUPPLIER)

**ARTICLE XIV
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.

SIGNED IN THE

ATY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HEPP
(NPC)

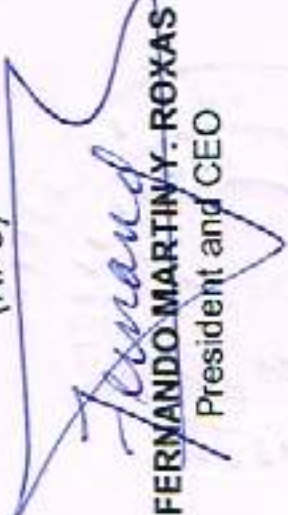

**ARTICLE XV
GUARANTEE**

The SUPPLIER shall guarantee that they will repair and/or replace at their own cost, the supplied equipment/component against defect in workmanship and materials for a period of one (1) year after issuance of Acceptance Certificate by NPC.

The SUPPLIER 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.

NATIONAL POWER CORPORATION (NPC)

BY: 
FERNANDO MARTINY-ROXAS
President and CEO

**ARTICLE XVI
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.

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**ARTICLE XVII
EFFECTIVITY**

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

**ARTICLE XVIII
VENUE OF ACTION**

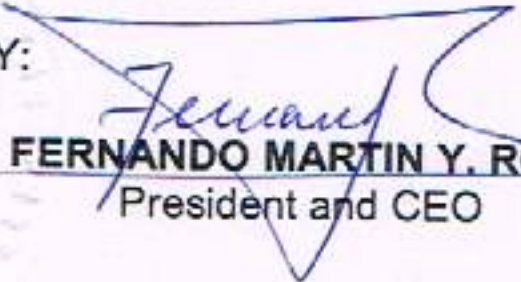
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines only.

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

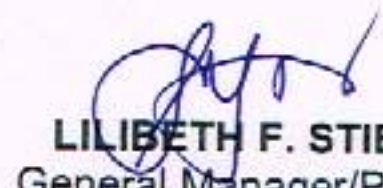
**NATIONAL POWER CORPORATION
(NPC)**

**VICTA CONSTRUCTION MARKETING
& GENERAL SERVICES
(SUPPLIER)**

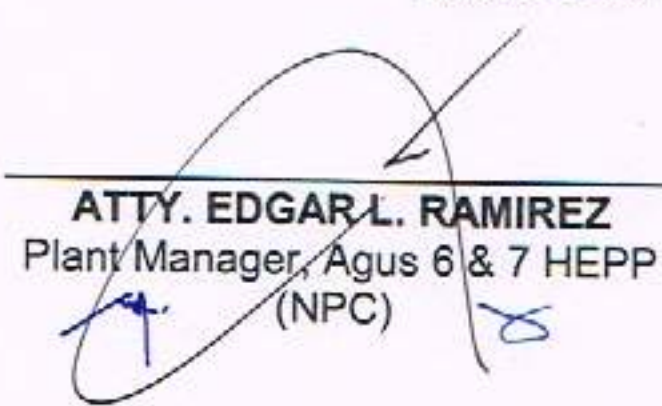
BY:

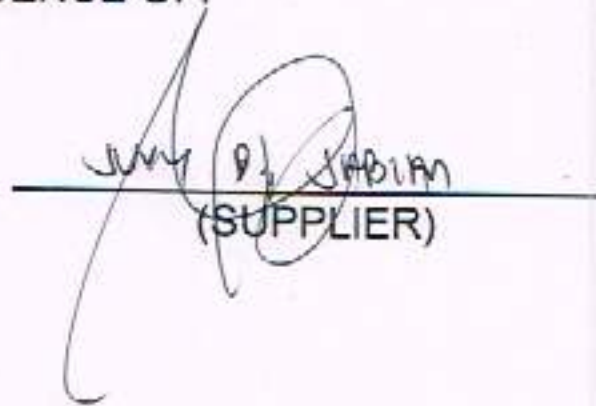

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

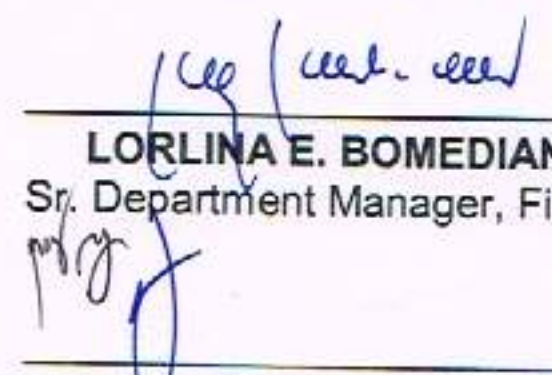

LILIBETH F. STIENGER
General Manager/Proprietor

SIGNED IN THE PRESENCE OF:


ATTY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HEPP
(NPC)


JUVY P. SABIAN
(SUPPLIER)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

C.F.)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2023
JOB ORDER	WO # B146548
COST CENTER	6644013
AMOUNT	₱12,457,146.24

Contract between NPC and Victa Construction Marketing & General Services
Supply, Delivery, Installation, Test and Commissioning of Hydraulic Power Unit for Agus 6 HEP
Spillway Gate No. 4
Contract No. LOG MSSP 2023-09-080-NIY

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of OCT 27 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.

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

Doc. No. 470 ;
Page No. 95 ;
Book No. 2 ;
Series of 2023.

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
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Contract between NPC and Victa Construction Marketing & General Services
Supply, Delivery, Installation, Test and Commissioning of Hydraulic Power Unit for Agus 6 HEP
Spillway Gate No. 4
Contract No. LOG MSSP 2023-09-080-NIY

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 2023, personally appeared **MS. LILIBETH F. STIENGER**, General Manager/Proprietor, **VICTA CONSTRUCTION MARKETING & GENERAL SERVICES**, with Identification Document in the form of Professional License, issued by PRC# 0042556 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 fourteen (14) 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.

ATTY. CONCORDIO Y. BAGUIO
Notary Public
Until December 31, 2023
IBP Lifetime No.: ~~EXPIRES ON DEC. 31, 2024~~
PTR No.: ~~ISSUED ON JAN. 03, 2023~~
LIFETIME IBP No. 02115/ROLL OF ATTORNEYS 23436

Doc. No.: 79664
Page No.: 7966
Book No.: 14
Series of 2023.

Contract between NPC and Victa Construction Marketing & General Services
Supply, Delivery, Installation, Test and Commissioning of Hydraulic Power Unit for Agus 6 HEP
Spillway Gate No. 4
Contract No. LOG MSSP 2023-09-080-NIY

NATIONAL POWER CORPORATION
(NPC)

SIGNED IN THE PRESENCE OF:

VICTA CONSTRUCTION MARKETING & GENERAL SERVICES
(SUPPLIER)

FERNANDO MARTINY-ROXAS
President and CEO

ATTY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HEPP
(NPC)

JULY B. JABLAN
(SUPPLIER)

LILIBETH F. STIENGER
General Manager/Proprietor

ANNEX A

SCHEDULE OF REQUIREMENTS
SUPPLY, DELIVERY, INSTALLATION TEST AND COMMISSIONING OF HYDRAULIC POWER UNIT FOR AGUS 6 HEP SPILLWAY GATE NO. 4
MG-A7M23-002 / PB230703-RA00161

ITEM NO.	DESCRIPTION	QTY.- UNIT	C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED					TOTAL PRICE
				Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)+	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)+	Local Currency (Phil. Peso) ((E+F+G+H) x C)	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
1.0	Furnishing of labor, tools, equipment and materials for the Supply, Delivery, Installation, Test and Commissioning of Hydraulic Power Unit for Agus 6 HEP Spillway Gate No. 4.	1 Lot	TWN / DEU	8,645,239.23	2,328,000.00	1,215,497.55	267,409.46	12,457,146.24	
1.1	Hydraulic Power Unit which includes the following: a. Electric Motor-20 HP, 440/220 V, 3 ø - 1 unit b. Reciprocating/Piston Pump -Variable displacement- pressure/flow compensated - 1 unit c. Oil Tank/Reservoir- 400-300 liters, mild steel (sand blasted to SA 2.25 with zinc epoxy paint) w/ drain line - 1 unit d. Hydraulic Cylinder - 1 Lot - Fabrication structural mounting base of cylinder on site - Erection of Cylinder - Mounting of dam gate to cylinder and rod mounting - Fabrication of cylinder rod end base on dam gate Technical Data of Hydraulic Cylinder: Bore : 200 mm Stroke : 900mm Rod Diameter: 125 mm Mounting: Front Flange Rod End Mounting: Flange Type e. Other Components - Bell housing and coupling - 1 unit - Return line filter - 1 unit - Indicator - 1 unit - Relief Valve protecting for bucking load-2 units - Counterbalance - 2 units - Level gauge - 1 unit - Thermostat - 1 unit - Float switch - 1 unit	1 Lot	TWN	2,424,437.40	946,750.00	340,830.00	74,982.60	3,787,000.00	
		1 Lot	DEU	2,226,615.60	869,500.00	313,020.00	68,864.40	3,478,000.00	

NATIONAL POWER CORPORATION
(NPC)

BY:

FERNANDO MARTINY. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:

ATTY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HEPP
(NPC)

VICTA CONSTRUCTION MARKETING & GENERAL
SERVICES
(SUPPLIER)

BY:

LINBETH F. STIENGER
General Manager/Proprietor

ANNEX A

SCHEDULE OF REQUIREMENTS
SUPPLY, DELIVERY, INSTALLATION TEST AND COMMISSIONING OF HYDRAULIC POWER UNIT FOR AGUS 6 HEP SPILLWAY GATE NO. 4
MG-A7M23-002 / PB230703-RA00161

ITEM NO.	DESCRIPTION	QTY.- UNIT	C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED					TOTAL PRICE
				Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)+	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)->	Local Currency (Phil. Peso) ((E+F+G+H) x C)	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
1.1	Hydraulic Power Unit which includes the following: f. Other Components CONT.... - Relief valve - 1 unit - Filler cap - 1 unit - Pressure Gauges - 2 units - Power pack piping - 1 Lot - Hydraulic Oil - 1 Lot Manifold for piloting inclusive one piece of Manual Directional Valve, one piece of Solenoid Operated Directional Valve and three pieces of cartridge Shuttle Valve - 1 unit								
2.0	Installation of Hydraulic Piping from viewing deck to power back pack to cylinder which includes the following: - Stainless Steel Tubes: 10 mm x 1.5 mm x 6 m - 20 pcs. - Stainless Steel Tubes: 16 mm x 2.0 mm x 6 m - 20 pcs - Stainless Steel Tubes: 30 mm x 2.0 mm x 6 m - 15 pcs. - Stainless Steel Stud Coupling: GEV30L1BSPP - 3 pcs - Stainless Steel Stud Elbow: WEV30L1BSPP - 2 pcs. - Stainless Steel Equal Elbow: WV30L - 16 pcs - Stainless Steel Stud Coupling: GEV10S1/2NPT- 4 pcs. - Stainless Steel Straight Coupling: GV165 - 10 pcs - Polycarbonate Stainless Steel Pipe Clamp: 30 mm - 70 pcs. - Polycarbonate Stainless Steel Pipe Clamp: 16 mm - 100 pcs. - Polycarbonate Stainless Steel Pipe Clamp: 10 mm - 100 pcs. - Pipe clamps support- 1 lot	1 Lot	TWN	431,494.80	168,500.00	60,660.00	13,345.20	674,000.00	
	Note: Piping not exposed to outdoor are made of steel fittings.								

NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
 President and CEO

SIGNED IN THE PRESENCE OF:


ATTY. EDGAR L. RAMIREZ
 Plant Manager, Agus 6 & 7 HEPP
 (NPC)

VICTA CONSTRUCTION MARKETING & GENERAL
 SERVICES
 (SUPPLIER)

BY: 
LIMBETH F. STIENGER
 General Manager/Proprietor

ANNEX A

SCHEDULE OF REQUIREMENTS
 SUPPLY, DELIVERY, INSTALLATION TEST AND COMMISSIONING OF HYDRAULIC POWER UNIT FOR AGUS 6 HEP SPILLWAY GATE NO. 4
 MG-A7M23-002 / PB230703-RA00161

ITEM NO.	DESCRIPTION	QTY.- UNIT	C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED					TOTAL PRICE
				Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)+	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)>	Local Currency (Phil. Peso) ((E+F+G+H) x C)	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	
3.0	Wiring of Electric Motor and Control which includes the following: - Wye Delta 20HP w/ Enclosure -1 unit - Control Box, 8"x3"x 24" - 1 unit - Control Box, 8"x16"x20" -1 unit - Emergency Stop, Twist to reset. -2 units - Royal Cord # 16/3 - 1 set - Royal Cord # 8/3 - 1 set - 100 mm x Cable Tie, 3" - 1 set - Illuminated Push Buttons, 25 mm Green -2 units - Illuminated Push Buttons, 25 mm Red -2 units - Y-Terminal Lugs #16 -100 pcs. - Wire Tagging -2 Lot	1 Lot	TWIN	214,467.00	83,750.00	30,150.00	6,633.00	335,000.00	
4.0	PLC Controller which includes the following: - Signal Converter -1 unit - RS 485 to USB converter for the positioning sensor output to connect the positioned sensor to PC -1 unit - RS 422 to analog converter for the positioning output sensor A - converter module to convert the positioning sensor RS 422 output to analogue +/-10V, 0-20 mA or 4-20 mA. -1 unit - HMISCADA, comfort panel, touch operation, 7" widescreen TFT-display, 16 Mil. colors, profinet interface, MPI/profinet DP interface 12 MB user memory, windows GE 6.0, configurable PLC CPU 17, I/O 3A Local -1 unit	1 Lot	DEU	302,174.40	118,000.00	42,480.00	9,345.60	472,000.00	

NATIONAL POWER CORPORATION
(NPC)

BY:

Fernando
FERNANDO MARTIN Y. ROXAS
President and CEO

Edgar L. Ramirez
ATTY. EDGAR L. RAMIREZ
Plant Manager, Agus 6 & 7 HEPP
(NPC)

SIGNED IN THE PRESENCE OF:

Juvy B. Jadian
JUVY B. JADIAN
(SUPPLIER)

VICTA CONSTRUCTION MARKETING & GENERAL
SERVICES
(SUPPLIER)

BY:

Libeth F. Stienger
LIBETH F. STIENGER
General Manager/Proprietor

ANNEX A

SCHEDULE OF REQUIREMENTS
SUPPLY, DELIVERY, INSTALLATION TEST AND COMMISSIONING OF HYDRAULIC POWER UNIT FOR AGUS 6 HEP SPILLWAY GATE NO. 4
MG-A7M23-002 / PB230703-RA00161

ITEM NO.	DESCRIPTION	QTY.- UNIT	C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED				TOTAL PRICE
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(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
4.0	PLC Controller which includes the following: CONT.... - Power Supply: DC 20.4-28.8V DC, program/data memory:100 KB -1 unit - Bus connector for profibus up to 12 MBIT/S, 15.8x54x39.5 mm terminal, resist with isolate, function w/ PG socket. -1 unit - Base unit BU15-P16+A0+2B, BU type A-, push-in terminals, w/o aux-terminals, bridged to left BU WXH: 15 mm x 117 mm 6Es -2 units - Bundle profibus IM, max.32 periphery modules and 16 ET200 AL modules, multi hot swap, bundle contains: interface module, server module, profibus connector - 1 unit - Analog input module, A1 2X1 2-1/4 wire stranded packing unit: 1 piece fits to BU-type A0, A1 color code CC05, module diagnosis, 16 bit - 1 unit - Analog output module, AQ 2XU/I high features fits to BU-type A0, A1, color code CC00, channel diagnosis, 16 Bit +/-0.1% - 1 unit	1	DEU	362,353.20	141,500.00	50,940.00	11,206.80	566,000.00
5.0	Ultrasonic Water Level Sensor complete with sensor, data logger and controller	1	Lot	2,684,696.83	83,031.86	377,417.55		3,145,146.24
6.0	Other scope of works as described and required in the Technical Specifications shall be included.	1	Lot					
TOTAL								

Code	TWN	Country of Origin	TAIWAN
	DEU		GERMANY