


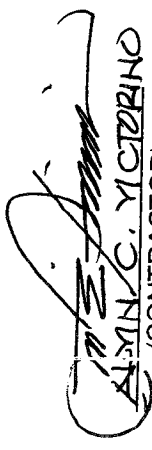
CONTRACT NO. LOG MSSP 2020-12-086-MDC


RELOCATION OF MOORING FACILITIES FOR POWER BARGE 120
AT MOGPOG, MARINDUQUE
PR No. S1-MQN20-018 / NP201126-JC00437

J. C. PIÑON CONSTRUCTION, INC.
(CONTRACTOR)

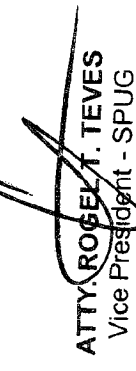
BY: 
MR. JOEL C. PIÑON
President

SIGNED IN THE PRESENCE OF:


ALVIN C. YCTORINO
(CONTRACTOR)


ATTY. MANUEL LUIS B. PLOFINO
OIC- Vice President,
Admin and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
ATTY. ROGEL T. TEVES
Vice President - SPUG

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 Vice President – Small Power Utilities Group, **ATTY. ROGEL T. TEVES**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

J. C. PIÑON CONSTRUCTION, INC., a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at 212 Gov. F. Halili Avenue, Bagbaguin, Sta. Maria, Dulacan herein represented by its President, **MR. JOEL C. PIÑON**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, due to urgency of need, the conduct of Negotiated Procurement – Emergency Cases was recommended by the Bids and Awards Committee and was approved by the President and CEO as per BAC Resolution No. 2020-052 dated 18 November 2020; γ

WHEREAS, NPC posted the Invitation to Bid at NPC website for the Negotiated Procurement for the Relocation of Mooring Facilities for Power Barge 120 at Mogpog, Marinduque; τ

WHEREAS, out of two (2) prospective bidders invited to participate in the negotiated procurement, only J. C. Piñon Construction, Inc. secured the terms of reference and participated in the bidding conducted on 26 November 2020 on the aforesaid undertaking;

WHEREAS, CONTRACTOR's bid offer was considered as the

Contract between NPC and J.C. Piñon Construction, Inc.
Relocation of Mooring Facilities for Power Barge 120 at Mogpog, Marinduque
Contract No. LOG MSSP 2020-12-086-MDC

Handwritten marks and scribbles at the bottom right of the page.

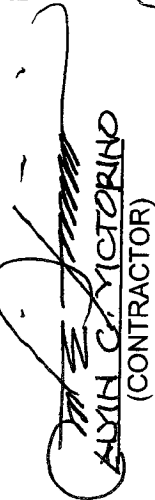
NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. ROBERT T. TEVES
Vice President - SPUG

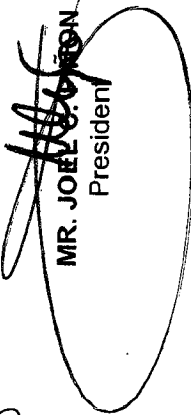
SIGNED IN THE PRESENCE OF:

ATTY. MANUEL LUIS B. PLOFINO
OIC- Vice President,
Admin and Finance
(NPC)

BY: 
EVELYN C. VICTORINO
(CONTRACTOR)

J. C. PIÑON CONSTRUCTION, INC.
(CONTRACTOR)

BY:


MR. JOEL C. PIÑON
President

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 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. Terms of Reference for the Relocation of Mooring Facilities for Power Barge 120 at Mogpog, Marinduque (PR No. S1-MQN20-018);
2. All other drawings, work program and bidding forms including all the documents now existing on file and/or to be made and agreed upon by the parties during the contract period relative to the works;
3. Report on the Result of Bid Opening and Post-qualification Report dated 26 November 2020;
4. CONTRACTOR's bid proposal dated 26 November 2020 as reflected in Annex A;
5. Notice of Award dated 18 December 2020;
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".

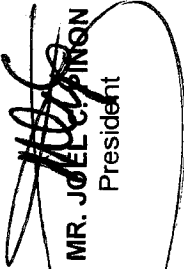
In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the former shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

Contract between NPC and J.C. Piñon Construction, Inc.
Relocation of Mooring Facilities for Power Barge 120 at Mogpog, Marinduque
Contract No. LOG MSSP 2020-12-086-MDC

Handwritten marks and signatures at the bottom right of the page.

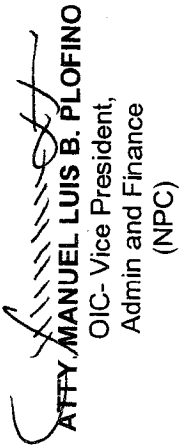
J. C. PIÑON CONSTRUCTION, INC.
(CONTRACTOR)

BY:


MR. JOEL C. PIÑON
President

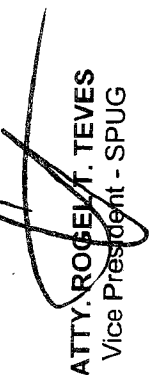
SIGNED IN THE PRESENCE OF:


ALVIN C. VICTORINO
(CONTRACTOR)


ATTY. MANUEL LUIS B. PLOFINO
OIC- Vice President,
Admin and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. ROGELIO T. TEVES
Vice President - SPUG

ARTICLE II SCOPE OF CONTRACT

CONTRACTOR shall, in accordance with the provisions of, and subject to the conditions contained in the Contract Documents, fully and faithfully furnish all superintendence, labor, materials, supplies, tools and equipment (in accordance with the requirements of the Terms of Reference and Technical Specifications) for the Relocation of Mooring Facilities for Power Barge 120 at Mogpog, Marinduque. The items of work, materials, equipment and/or service mentioned above and listed in the itemized list hereto attached and made an integral part hereof as "ANNEX A", shall be collectively referred to as "WORK".

ARTICLE III COMMENCEMENT AND COMPLETION PERIOD

CONTRACTOR shall complete all the works specified in the terms of reference within **forty five (45) calendar days**, reckoned from the date of contract effectivity as specified in the Notice to Proceed.

ARTICLE IV PAYMENTS

For and in consideration of the WORK to be undertaken by CONTRACTOR as specified in the preceding Article II hereof, NPC shall pay the CONTRACTOR in Philippine Currency and in accordance with the Contract Documents, the unit and lump sum prices set forth in Annex "A" hereof in the estimated amount of **PHILIPPINE PESOS: SIX MILLION ONE HUNDRED NINE THOUSAND FOUR HUNDRED NINETY AND 31/100 (PHP 6,109,490.31)**.

All forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government, or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the CONTRACTOR.

ARTICLE V PERFORMANCE SECURITY

To guarantee the faithful performance of its obligations under the Contract, CONTRACTOR shall, at its own expense and at the time of the execution of the Contract or immediately thereafter, or upon receipt of the award or immediately thereafter, post a Performance Security in favor of NPC in an amount equivalent to ten percent (10%) of the total contract price in the form of cash, or cashier's/ manager's check or bank

Contract between NPC and J.C. Piñon Construction, Inc.
Relocation of Mooring Facilities for Power Barge 120 at Mogpog, Marinduque
Contract No. LOG MSSP 2020-12-086-MDC



NATIONAL POWER CORPORATION
(NPC)

BY:

ATTY. ROGEL T. TEVES
Vice President - SPUG

SIGNED IN THE PRESENCE OF:

ATTY. MANUEL LUIS B. PLOFINO
OIC- Vice President,
Admin and Finance
(NPC)

ALVIN C. VICTORINO
(CONTRACTOR)

J. C. PIÑON CONSTRUCTION, INC.
(CONTRACTOR)

BY:

MR. JOEL C. PIÑON
President

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, or in an amount equal to thirty percent (30%) of the total contract price, in the form of 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 or submission of Performance Securing Declaration. The Insurance Company that will issue the 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 project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

This performance security 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 obligation under this Contract including the defects liability period of one year. The Performance Security shall be entirely confiscated by NPC upon default of 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 the 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.

The performance security shall be discharged by NPC and return to the CONTRACTOR only after the required warranty security/guarantee bond shall have been posted by the CONTRACTOR.

**ARTICLE VI
GUARANTEE BOND**

To assure that any structural defects in the WORK shall be corrected by the CONTRACTOR, and to cover third party liabilities, the CONTRACTOR shall post a Guarantee Bond after the final acceptance of the Work. This is also a pre-requisite to the discharge and release to the CONTRACTOR of the retention money. The Guarantee Bond shall remain valid and effective for the period of one (1) year. The Guarantee

Contract between NPC and J.C. Piñon Construction, Inc.
Relocation of Mooring Facilities for Power Barge 120 at Mogpog, Marinduque
Contract No. LOG MSSP 2020-12-086-MDC

Handwritten marks and signatures at the bottom right of the page.