

DANGLI TOPING BUILDERS
(CONTRACTOR)

PERFECTO D. BANGAO
Authorized Representative

BY:

SIGNED IN THE PRESENCE OF:

Victor Bangao
VICTOR BANGAO
(CONTRACTOR)

ALEXANDER P. JAPON
VP - Admin and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:

Melchor P. Ridulme
ATTY. MELCHOR P. RIDULME
Officer-in-Charge

CONTRACT NO. LOG MSSP 2021-05-038-ZCT

**REPAIR OF DIKE/SEAWALL AND REPAIR/RESTORATION OF CHB FENCE OF NPC PROPERTY AT BO. OBRERO, ILOILO CITY
PR NO. HO-PIB20-006 / PB200325-HG00072 (PB3)**

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 Officer-in-Charge, **ATTY. MELCHOR P. RIDULME** who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

DANGLI TOPING BUILDERS, a sole proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Purok 3, Zone 6, Peñefrancia Cupang, Antipolo City, Rizal, herein represented by its Authorized Representative, **MR. PERFECTO D. BANGAO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 11 March 2021, NPC posted the Invitation to Bid for the Third Public Bidding (PB3) for the Repair of Dike/Seawall and Repair/Restoration of CHB Perimeter Fence of NPC Property at Bo. Obrero, Iloilo City;

WHEREAS, there were two (2) prospective bidders who secured the bidding documents and participated in the bidding conducted on 13 April 2021 on the aforesaid undertaking;

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

Contract between NPC and Dangli Toping Builders
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Contract No. LOG MSSP 2021-05-038-ZCT

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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. Bidding Documents for the Repair of Dike/Seawall and Repair/Restoration of CHB Perimeter Fence of NPC Property at Bo. Obrero, Iloilo City under PR No. HO-PIB20-006/Ref. No. PB200325-HG00072 (PB3);
2. Post-qualification Report dated 04 May 2021;
3. Bid Opening Report dated 13 April 2021;
4. CONTRACTOR's bid proposal dated 13 April 2021;
5. Supplemental/Bid Bulletin Nos. 1 & 2 dated 17 March 2021 and 22 March 2021;
6. Notice of Award dated 24 May 2021;
7. Notice to Proceed; and
8. 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.

ARTICLE II
SCOPE OF WORK

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

- a. Mobilization/establishment of Contractor's complete construction camp and other facilities;
- b. Repair/restoration of CHB perimeter fence walls;

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Alexander P. Japon
ALEXANDER P. JAPON
VP – Admin and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

ATTY. MELCHOR P. RIDULME
Officer-in-Charge

BY:

Handwritten initials and signature

DANGLI TOPING BUILDERS
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ATTY. MELCHOR P. RIDULME
Officer-in-Charge

- c. Repair of Dike/Seawall; and
- d. Demobilization including clearing of site/demolition of Contractor's camp facilities.

**ARTICLE III
CONTRACT PERIOD**

The CONTRACTOR shall complete the works within **ninety (90) calendar days**. The contract period is inclusive of three (3) unworkable days considered unfavorable for the prosecution of work at the site. The total contract duration shall be 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 hereof in the estimated amount of **PHILIPPINE PESOS FOUR MILLION EIGHT HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED THIRTY FOUR AND 96/100 (PHP 4,882,534.96)**.

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 the CONTRACTOR's obligation under this Contract, the CONTRACTOR 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 confirmed 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 Ten Percent (10%) of the contract price.
- b. Surety Bond callable upon demand and penal in nature issued

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Handwritten signature/initials

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SIGNED IN THE PRESENCE OF:


VICTOR BANGAO
(CONTRACTOR)


ALEXANDER P. JAPON
VP - Admin and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. MELCHOR P. RIDULME
Officer-in-Charge *me ch*

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.

c. Performance Securing Declaration.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the 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 Bond shall be posted before the release of the ten percent (10%) retention money provided for in the Bidding Documents. This shall be either in the form of Cash, Letter of Credit issued by a Universal or Commercial Bank

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DANGLI TOPING BUILDERS
(CONTRACTOR)

BY:


PERFECTO D. BANGAO
Authorized Representative

equivalent to five percent (5%) of the total contract price, or Bank guarantee confirmed by Universal or Commercial bank equivalent to 10% of the total contract price or Surety Bond penal in nature and callable upon demand issued by any surety or insurance company duly certified by the Insurance Commission as authorized to issue such security, equivalent to thirty percent (30%) of the total contract price. The CONTRACTOR shall be held responsible for Structural Defects for the number of years mentioned in the Bidding Documents.

**ARTICLE VII
LIQUIDATED DAMAGES**

Should CONTRACTOR fail to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted and is hereby in default under this Contract, CONTRACTOR shall pay liquidated damages to NPC for each day that the Completion Date is later than the intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. NPC shall deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, NPC may rescind or terminate this Contract without prejudice to other course of action and remedies available under circumstances.

SIGNED IN THE PRESENCE OF:


VICTOR BANGAO
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:



ALEXANDER P. JAPON
VP - Admin and Finance
(NPC)

**ARTICLE VIII
WARRANTY CLAUSE**

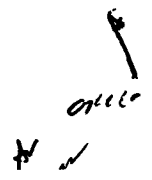
CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR 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 CONTRACTOR and/or his representative and/or the erring NPC official(s) and employee(s).

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. MELCHOR P. RIDULME
Officer-in-Charge *me alk*

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**ARTICLE IX
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 X
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.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 21ST day of July, 2021 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION
(NPC)**

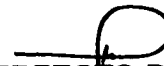
**DANGLI TOPING BUILDERS
(CONTRACTOR)**

BY:




ATTY. MELCHOR P. RIDULME
Officer-in-Charge *encl. att.*

BY:



PERFECTO D. BANGAO
Authorized Representative

SIGNED IN THE PRESENCE OF:


ALEXANDER P. JAPON
Vice President, Admin and Finance
(NPC)


VICTOR BANGAO
(CONTRACTOR)

FUNDS AVAILABLE

N.P.C. (encl.)	
CERTIFIED FUNDS AVAILABLE	
PERIOD	2021
JOB ORDER	NOT 1990101
COST CENTER	580200
AMOUNT	₱4,822,534.96


LORLINA E. BOMEDIANO
Senior Department Manager, Finance

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

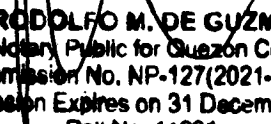
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of July 19 2021, personally appeared **ATTY. MELCHOR P. RIDULME**, Officer-in-Charge, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300003, known to me and known to be the same person who executed the foregoing instrument consisting of eight (8) 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, 2021
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 75 :
Page No. 16 :
Book No. _____ :
Series of 2021.


ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-127(2021-2022)
Commission Expires on 31 December 2022
Roll No. 44291
IBP No. 105943; 02/10/2020; RSM
PTR No. 0730697; 01/07/2021; Quezon City
MCLE No. VI-0025196; 04/08/19; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City


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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 13 JUL 2021, 2021, personally appeared **MR. PERFECTO D. BANGAO**, Authorized Representative, **DANGLI TOPING BUILDERS**, with Identification Document in the form of PRC ID No 2559, issued by PRC at PAMPANGA, on DEC 10, 2020, known to me and known to be the same person who executed the foregoing instrument consisting of eight (8) 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 Company he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.


ATTY. RUBEN M. AZARES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PTR NO. 004100, QUEZON CITY
IBP NO. 13278-P Quezon City CHAPTER
Roll of Attorney's No. 46427
Admin Matter No. 004
MCLE-VI-0030300-2-19-2020
TIN: 140-394-300-000
UNIT 2 UGF-2 Opulent Bldg., EDSA, Q.C.

Doc. No.: 22
Page No.: 06
Book No.: XLIX
Series of 2021.

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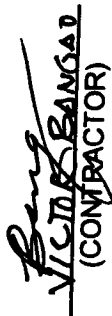
SIGNED IN THE PRESENCE OF:

DANGLI TOPING BUILDERS
(CONTRACTOR)

BY: 

BY: 

ATTY. MELCHOR P. RIDULME
Officer-in-Charge 


V. J. B. BANGAD
(CONTRACTOR)

ALEXANDER P. JAPON
VP - Admin and Finance
(NPC)

PERFECTO D. BANGAO
Authorized Representative

ANNEX "A"

SECTION VII - BILL OF QUANTITIES

REPAIR OF DIKE/SEAWALL AND REPAIR/RESTORATION OF CHB PERIMETER FENCE OF NPC PROPERTY AT BO. OBRERO,
ILOILO CITY

HO-PIB20-006/PB200325-HG00072 (PB3)

Item No.	Description of Works or Materials	Work to be done	Reference	Unit	Total Quantity	Unit Price in Pesos	Total Amount in Pesos
CW-1.0	CHB PERIMETER FENCE REPAIR/RESTORATION						
CW-1.1	Excavation	excavate, stockpile & dispose	refer to NPC TS & Drawing	cu.m	84	847.72	71,208.48
CW-1.2	Backfilling	furnish, place & compact	refer to NPC TS & Drawing	cu.m	56	325.78	18,243.68
CW-1.3	CHB Perimeter Fence	furnish & construct	refer to NPC TS & Drawing	l.m	70	11,504.25	805,297.50
CW-2.0	DIKE/SEA WALL REPAIR/RESTORATION						
CW-2.1	Rock Boulders	furnish & construct	refer to NPC TS & Drawing	cu.m	270	5,631.60	1,520,532.00
CW-2.2	Concrete (3000 psi)	furnish, place & vibrate	refer to NPC TS & Drawing	cu.m	190	8,316.71	1,580,174.90
CW-2.3	Welded Wire Mesh (4" x 4" x 4.4mm wire diameter)	furnish & install	refer to NPC TS & Drawing	sq.m	1,920	462.02	887,078.40
TOTAL AMOUNT OF CONTRACT:							4,882,534.96