

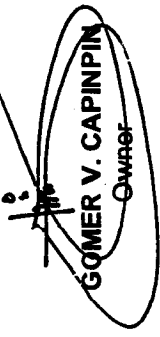
ORIGINAL

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CONTRACT NO. LOG MSSP 2021-07-050-ALC

RENOVATION AND CONSTRUCTION OF SECOND FLOOR OF BINGA FLOOD FORECASTING AND WARNING SYSTEM (FFWS) DAM OFFICE AND CARSHED PROJECT
PR No. HO-FFW21-001 / PB210512-NA00102 (PB2)

G & F CAJINPIN CONSTRUCTION AND TRADING (CONTRACTOR)

BY: 
GOMER V. CAPINPIN
Owner

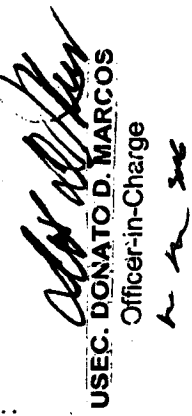
PRESENCE OF:


RICHARD ERIC CRUZ
(CONTRACTOR)

SIGNED IN THE


ALEXANDER P. JAPON
Vice President- Admin & Finance (NPC)

NATIONAL POWER CORPORATION (NPC)

BY: 
USEC. DONATO D. MARCOS
Officer-in-Charge

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, **USEC. DONATO D. MARCOS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

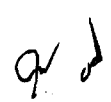
G & F CAJINPIN CONSTRUCTION AND TRADING a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Tagumpay St. Barangay Comillas, Lapaz Tarlac, Philippines herein represented by its Owner, **MR. GOMER V. CAPINPIN**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 21 May 2021, NPC posted the Invitation to Bid for the Public Bidding for the Renovation and Construction of Second Floor of Binga Flood Forecasting and Warning System (FFWS) Dam Office and Carshed Project;

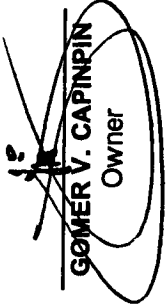
WHEREAS, there were two (2) prospective bidders who secured the bidding documents and participated in the bidding conducted on 09 June 2021 on the aforesaid undertaking;

Contract between NPC and G & F Capinpin Construction and Trading
Renovation and Construction of Second Floor of Binga Flood Forecasting and Warning System (FFWS) Dam Office and Carshed Project
Contract No. LOG MSSP 2021-07-050-ALC



↑

BY:


GOMER V. CAPINPIN
Owner

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 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 Renovation and Construction of Second Floor of Binga Flood Forecasting and Warning System (FFWS) Dam Office and Carshed Project (PR No. HO-FFW21-001/PB210512-NA00102);
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. Bid Opening Report dated 11 June 2021;
4. Post-qualification Report dated 21 June 2021;
5. CONTRACTOR's bid proposal dated 07 June 2021 as reflected in Annex A;
6. Notice of Award dated 14 July 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".

Contract between NPC and G & F Capinpin Construction and Trading
Renovation and Construction of Second Floor of Binga Flood Forecasting and Warning System (FFWS) Dam Office and Carshed Project
Contract No. LOG MSSP 2021-07-050-ALC

AFG-LOG-007.F01
Rev. No. 0
Sheet 2 of 9

BY:


USEC. DONATO D. MARCÓS
Officer-in-Charge

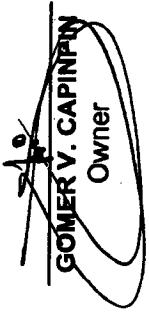

ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)


RECTORIO DEJENEPUZ
(CONTRACTOR)



G & F CAPINPIN CONSTRUCTION AND TRADING
(CONTRACTOR)

BY:


GOMER V. CAPINPIN
Owner

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 CONTRACT

Below are the scope of 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. Complete construction of the second floor of Binga FFWS Dam Office including the corresponding drainage system;
- c. Renovation/Replacement of the existing roofing and gate of carshed;
- d. Restoration works for all structures damaged and affected by the undertakings;
- e. Supply and installation of electrical wires, cables lighting fixtures and other accessories (Refer to Electrical Works Technical Specifications and BOQ for detailed scope of works)
- f. All other required works to complete the project and;
- g. Demobilization including clearing of site/demolition of Contractor's camp facilities.

ARTICLE III
COMMENCEMENT AND COMPLETION PERIOD

CONTRACTOR shall complete all the works specified in the bidding documents within **(90) calendar days**. The contract duration is inclusive of six (6) unworkable days considered unfavorable for the prosecution of works at the site. The total contract duration shall be reckoned from the date of contract effectivity as specified in the Notice to Proceed.

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AFG-LOG-007.F01
Rev. No. 0
Sheet 3 of 9

SIGNED IN THE PRESENCE OF:


RICHARD P. JAPON
(CONTRACTOR)


ALEXANDER P. JAPON
Vice President - Admin & Finance
(NPC)

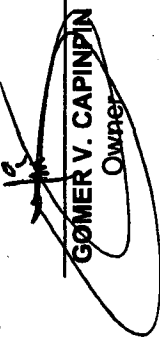
NATIONAL POWER CORPORATION
(NPC)

BY:


USEC. DONATO D. MARCOS
Officer-in-Charge

Handwritten initials

Handwritten mark

BY: 
GOMER V. CAPINPIN
Owner

**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 FOUR HUNDRED EIGHT THOUSAND EIGHT HUNDRED SIXTY FIVE PESOS (PHP 6,408,865.00).**

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.


RICHARD DAGA CRUZ
(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.

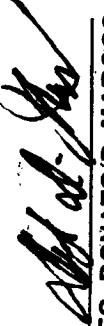
BY: 
ALEXANDER P. JAPON
Vice President - Admin & Finance
(NPC)

a. Cash Manager's/Cashier's Check, Bank Draft/Guarantee confirmed by a Universal 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 (10%) of the contract price.

b. Surety Bond callable upon demand and penal in nature 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.


BY: 
USEC. DONATO D. MARCOS
Officer-in-Charge

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Renovation and Construction of Second Floor of Binga Flood Forecasting and Warning
System (FFWS) Dam Office and Carshed Project
Contract No. LOG MSSP 2021-07-050-ALC



BY:

BY:


GOMER V. CAPIPIN
Owner


RICHARD P. JAPON
(CONTRACTOR)


ALEXANDER P. JAPON
Vice President - Admin & Finance
(NPC)


USEC. DONATO D. MARCOS
Officer-in-Charge

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.

The 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 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.

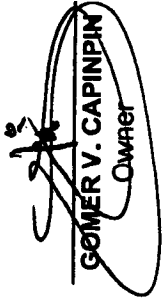
**ARTICLE VII
LIQUIDATED DAMAGES**

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

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BY:


GOMER V. CAPINPIN
Owner

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.

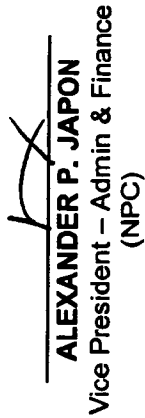
**ARTICLE VIII
WARRANTY CLAUSE**

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 prosecution; 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).

SIGNED IN THE PRESENCE OF:


RICHARD TORRES
(CONTRACTOR)


ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)

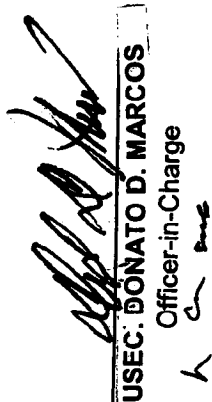
**ARTICLE IX
VALIDITY CLAUSE**

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.

BY:


USEC. DONATO D. MARCOS
Officer-in-Charge

Contract between NPC and G & F Capinpin Construction and Trading
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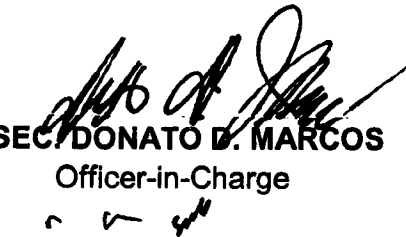
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IN WITNESS WHEREOF, the parties hereto have signed this Contract this _____ day of ~~SEP 28 2021~~ 2021 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

G & F CAPINPIN CONST. & TRADING
(CONTRACTOR)


BY:


USEC/DONATO D. MARCOS
Officer-in-Charge

BY:


GOMER V. CAPINPIN
Owner

SIGNED IN THE PRESENCE OF:


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


RICHARD DELA CRUZ
(CONTRACTOR)

FUNDS AVAILABLE


LORKINA E. BOMEDIANO
Sr. Department Manager, Finance

Contract

CERTIFIED FUNDS AVAILABLE	
PERIOD	2021
JOB ORDER	Job Requirement
COST CENTER	3360391
AMOUNT	₱ 402,850.00

Contract between NPC and G & F Capinpin Construction and Trading
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System (FFWS) Dam Office and Carshed Project
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

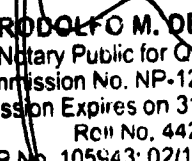
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this SEP 28 2021 day of SEP 28 2021, 2021, personally appeared **USEC. DONATO D. MARCOS**, Officer-in-Charge, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW 2001758 known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) 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. 264 ;
Page No. 54 ;
Book No. 1 ;
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
RC# 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
Ditiman, Quezon City

Contract between NPC and G & F Capinpin Construction and Trading
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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 SEP 02 2021 day of SEP 02 2021 2021, personally appeared **MR. GOMER V. CAPINPIN**, Owner, **G & F CAPINPIN CONSTRUCTION AND TRADING** with Identification Document in the form of DRIVER'S LICENSE LI-44-723544, issued by LTO at _____, on _____, known to me and to me 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.

Notary Public
Until December 31, 2021
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 222
Page No.: 57
Book No.: 11
Series of 2021.


ATTY. ROSALINDA A. MONTENEGRO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PTR No.: 9296384 - 1/4/21
IBP No. AR 40998326 - 1/4/21
Roll No. 6 8 4 6 5
ADM MATTER No. NP. 024 (2020-2021)
MCLE Compliance No. VI-005347
Unit: 312 Acre Bldg., 137 Malakas St.,
Brgy. Central, Quezon City

Contract between NPC and G & F Capinpin Construction and Trading
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System (FFWS) Dam Office and Carshed Project
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