

CONTRACT NO. BNPP - 2022 - 12 - 01

SUPPLY, DELIVERY & INSTALLATION OF 100 UNITS LED SOLAR LAMPS FOR PERIMETER LIGHTINGS
PR No. S4-BPD22-009

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** made and entered into in Morong Bataan, Philippines, by and between:

The **NATIONAL POWER CORPORATION (NPC) – BATAAN NUCLEAR POWER PLANT (BNPP)**, a government-owned and controlled corporation, with office address at Napot Point, Barangay Nagbalayong, Morong, Bataan, represented by its Senior Department Manager - Resource Management Service (RMS), **ATTY. MANUEL LUIS B. PLOFINO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **"NPC-BNPP"**.

and-

The **M. A. TRINIDAD ENTERPRISE**, a single proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Purok Maligaya, Brgy. Gulang-Gulang Lucena City, represented by its General Manager, **MARIA ANGELA G. TRINIDAD**, who is duly authorized to represent it in this transaction, hereinafter referred to as **"CONTRACTOR."**

-WITNESSETH THAT-

WHEREAS, on 29 November 2022, NPC posted the Invitation to Bid for the Supply, Delivery & Installation Of 100 Units Led Solar Lamps for Perimeter Lightings;

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 in consideration of the mutual covenant and stipulations hereinafter set forth, the parties hereto have agreed as follows;

M.A. TRINIDAD ENTERPRISE

[Signature]
MARIA ANGELA G. TRINIDAD
General Manager
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

[Signature]
Team Atty. G. Trinidad

[Signature]
Dr. Manager, BNPP

NATIONAL POWER CORPORATION

[Signature]
ATTY. MANUEL LUIS B. PLOFINO
Senior Department Manager
(NPC-BNPP)

[Handwritten signature]

M.A. TRINIDAD ENTERPRISE

[Signature]
MARIA ANGELA G. TRINIDAD
General Manager
(CONTRACTOR)

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 as far as they are consistent with the terms hereof:

1. Bidding Documents for the "SUPPLY, DELIVERY & INSTALLATION OF 100 UNITS LED SOLAR LAMPS FOR PERIMETER LIGHTINGS" (PR#S4-BPD22-009).
2. CONTRACTOR'S bid proposal dated December 02, 2022;
3. Notice of Award dated December 12, 2022;
4. Notice to Proceed dated December 14, 2022

ARTICLE II
SCOPE OF WORK

SIGNED IN THE PRESENCE OF:

The scope of works shall cover but not limited to the following activities:

- A. Installation and Removal of Construction Camp/Facilities:
 - A.1 Before and after completion of the proposed works, clearances of all temporary works/ materials shall be the sole responsibility of the contractor and this shall be removed immediately after the requirement of such temporary work is completed.
 - A.2 The site shall be cleared and cleaned as directed by NPC-BMPP.
- B. Supply, delivery, and installation of LED Solar Lamps of the perimeter lights:

NATIONAL POWER CORPORATION

[Signature]
ATTY. MANUEL LUIS B. PLOFINO
Senior Department Manager
(NPC-BMPP)

- B.1 Contractor should have adequate experience and qualified technical staff to do design, installation, and support.
- B.2 All necessary tools for the proper installation and safe operation shall be provided by the contractor.
- C. Dismantling of existing perimeter lightings:
 - C.1 Dismantled materials shall be hauled at NPC-BNPP's designated area.
 - C.2 Special tools, devices and instruments specifically designed and manufactured for the proper dismantling and transfer equipment/materials shall be provided by the Contractor.

[Handwritten initials]

M.A. TRINIDAD ENTERPRISE

MARIA ANGELA G. TRINIDAD

General Manager

(CONTRACTOR)

ARTICLE III

DOCUMENTS TO BE PREPARED BY THE CONTRACTOR

1. Detailed Drawings, Design and Specification
2. Design Calculation/Cost Estimates

ARTICLE IV

COMMENCEMENT AND COMPLETION PERIOD

The CONTRACTOR shall complete the works as specified in Article II within thirty calendar days. The total contract duration shall be reckoned from the date of contract effectivity as specified in the Notice to Proceed.

ARTICLE V

EXTENSION OF CONTRACT TIME

No extension of Contract Time shall be granted to the contractor due to ordinary unfavorable weather conditions; inexcusable failure or negligence of CONTRACTOR to provide the required supplies, materials, or equipment.

ARTICLE VI
PAYMENTS

For and in consideration of the work to be undertaken by CONTRACTOR as specified in the preceding Article II hereof, NPC-BNPP shall pay the CONTRACTOR in Philippine Current and in accordance with the Contract Documents, the lump sum price in the total amount of and not exceeding **PHILIPPINE PESOS NINE HUNDRED FORTY EIGHT THOUSAND (PHP 948,000.00)**.

All forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that maybe imposed by the Philippine Government shall be for the account of the CONTRACTOR.

ARTICLE VII

CONTRACTOR'S LIABILITY

The parties hereby agree that the employees of the CONTRACTOR are not employees of NPC-BNPP. NPC-BNPP shall not in any way be liable or responsible for any personal injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR during the performance of their duties. The

SIGNED IN THE PRESENCE OF:

[Signature]

[Signature]
Partner & Treasurer

[Signature]
Atty. in Cases
Division Manager, BNPP

NATIONAL POWER CORPORATION

ATTY. MANUEL LUIS B. PLOFINO

Senior Department Manager

(NPC-BNPP)

[Handwritten notes and signatures]

M.A. TRINIDAD ENTERPRISE

MARIA ANGELA G. TRINIDAD

General Manager
(CONTRACTOR)

CONTRACTOR agrees and binds itself to indemnify NPC-BNPP for whatever injury or damages caused during the completion of the contract. The CONTRACTOR shall, always, stand solely liable and or responsible for the enforcement of and compliance with all existing laws, rules, and regulations.

ARTICLE VIII
RESPONSIBILITY OF THE CONTRACTOR

The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by NPC-BNPP and shall be held responsible for any damage or destruction of works or to NPC-BNPP property until final acceptance. The CONTRACTOR shall also be answerable for any damages or penalties or any expenses that NPC-BNPP may suffer because of the failure of the CONTRACTOR to perform its obligation under this Contract including the defects liability period of one year.

ARTICLE IX
SUSPENSION OF WORK

NPC or its duly authorized representative shall have the authority to suspend the work, wholly or partly, by written order for period/s as may be deemed necessary due to force majeure, fortuitous event, failure on the part of the CONTRACTOR to correct bad working conditions which are unsafe for workers or third parties, failure to conduct valid orders given by NPC, failure to perform any provisions of this contract.

ARTICLE X
WARRANTY CLAUSE

CONTRACTOR hereby warrants that he/she or his/her representative has not offered or paid directly or indirectly, any government officer and NPC-BNP official or employee any consideration or commission for the Contract nor has he/she or his/her representative exerted or utilized any corrupt or unlawful influence on secure or solicit this Contract for any consideration or commission.

SIGNED IN THE PRESENCE OF:

[Signature]
Division Manager, BNPP
[Signature]
Contractor
[Signature]
Contractor

NATIONAL POWER CORPORATION

ATTY. MANUEL LUIS B. PLOFINO

Senior Department Manager
(NPC-BNPP)

[Handwritten signature]

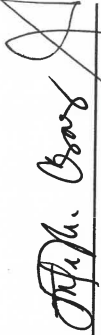
IN WITNESS WHEREOF, the parties hereunto have affixed them
respective signatures this ____ day of _____ - 2022, at
_____, Philippines.

NATIONAL POWER CORPORATION M. A. TRINIDAD ENTERPRISE
BATAAN NUCLEAR POWER PLANT (CONTRACTOR)
(NPC-BNPP)


ATTY: MANUEL LUIS B. PLOFINO
Senior Department Manager, RMS


MARIA ANGELA G. T RINIDAD
General Manager

SIGNED IN THE PRESENCE OF:


DANTE M. CARAOS
Division Manager, BNPP


RAMADY G. TRINIDAD
CONTRACTOR



REPUBLIC OF THE PHILIPPINES
CITY OF Batanga City, Bataan S. S.

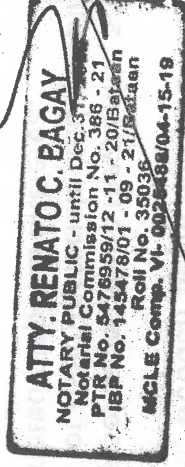
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, for and in the Province of Bataan, Philippines, this 20 DEC 2022 day of Batanga City, Bataan, 2022, personally appeared: **MARIA ANGELA G. TRINIDAD**, General Manager, M. A. TRINIDAD ENTERPRISE with Document Identification in the form of Driver's License No. D09-15-002623.

Known to me and to me known to be the same person who executed the foregoing instrument consisting of seven (7) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrument 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



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Series of 2022

Handwritten signature and initials